

# **EXHIBIT A**

## **CARDIFF MOTION TO SUPPRESS**

1 Stephen R. Cochell  
2 Cochell Law Firm P.C.  
3 5850 San Felipe Ste 500  
4 Houston Texas 77057  
5 (346)800-3500  
6 srcochell@gmail.com  
7 Admitted Pro Hac Vice

8 Attorneys for Defendant  
9 Jason Edward Thomas Cardiff

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12  
13 UNITED STATES OF AMERICA, ) Case No.: 5:23-CR-00021-JGB  
14 )  
15 Plaintiff, )  
16 vs. )  
17 JASON EDWARD THOMAS CARDIFF, )  
18 Defendant. )  
19

20 **DECLARATION OF STEPHEN R. COCHELL IN SUPPORT OF MOTION TO**  
21 **SUPPRESS EVIDENCE EFROM ILLEGAL SEARCHES AND SEIZURES**

22 I, Stephen R. Cochell, declare as follows:

23 1. I am a partner and owner of Cochell Law Firm, PC, attorneys of  
24 record for Defendant Jason Edward Thomas Cardiff. I have personal  
25 knowledge of the facts set forth herein. If called as a witness, I could and  
26 would competently testify to the matters stated herein. I make this  
27 declaration based in support of Defendant Jason Cardiff's Motion to  
28 Suppress Evidence From Illegal Searches and Seizures.

1  
2           2.     A true and correct copy of an email dated July 17, 2018 from the  
3     FTC to the USPIS with attachment removed, produced by the Government as  
4     Bates Number GOV005\_00000495, is attached hereto as **Exhibit 1**.

5           3.     A true and correct copy of a Request for Non-Public Materials and  
6     Certification of Intent to Maintain Confidentiality and to Restrict Use to Law  
7     Enforcement Purposes dated July 24, 2018 and submitted by the USPIS to the  
8     FTC, produced by the Government as Bates Number GOV005\_00000376, is  
9     attached hereto as **Exhibit 2**.

10          4.     A true and correct copy of a letter dated August 3, 2018 from the  
11     FTC to USPIS, produced by the Government as Bates Number  
12     GOV005\_00000378, is attached hereto as **Exhibit 3**.

13          5.     A true and correct copy of an email dated August 14, 2018 from the  
14     FTC to USPIS, produced by the Government as Bates Number  
15     GOV005\_00000498, is attached hereto as **Exhibit 4**.

16          6.     A true and correct copy of an email dated August 17, 2018 from  
17     USPIS to the FTC, produced by the Government as Bates Number  
18     GOV005\_00000539, is attached hereto as **Exhibit 5**.

19          7.     A true and correct copy of an email dated September 4, 2018 from  
20     the FTC to USPIS, produced by the Government as Bates Number  
21     GOV005\_00000507, is attached hereto as **Exhibit 6**.

22          8.     A true and correct copy of an email dated September 6, 2018 from  
23     the FTC to USPIS, produced by the Government as Bates Number  
24     GOV005\_00000509, is attached hereto as **Exhibit 7**.

25          9.     A true and correct copy of a USPIS Memorandum to File  
26     dated October 10, 2018, produced by the Government as Bates Number  
27  
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1 GOV\_MOI\_001552–53, is attached hereto as **Exhibit 8**.

2 10. A true and correct copy of an email dated October 10, 2018 from  
3 the FTC to USPIIS with attachment, produced by the Government as Bates  
4 Number GOV005\_00000424, is attached hereto as **Exhibit 9**.

5 11. A true and correct copy of an email dated October 10, 2018 from  
6 the FTC to USPIIS with attachment, produced by the Government as Bates  
7 Number GOV005\_00000425, is attached hereto as **Exhibit 10**.

8 12. A true and correct copy of a USPIIS Memorandum to File dated  
9 July 6, 2021, produced by the Government as Bates Number  
10 GOV\_MOI\_001077–91, is attached hereto as **Exhibit 11**.

11 13. A true and correct copy of a USPIIS Memorandum to File  
12 dated October 23, 2018, produced by the Government as Bates Number  
13 GOV\_MOI\_001092–93, is attached hereto as **Exhibit 12**.

14 14. A true and correct copy of a Consent to Search – Electronic  
15 Devices and Storage Media or Services dated July 6, 2021, produced by the  
16 Government as Bates Number GOV\_MOI\_001794–95, is attached hereto as  
17 **Exhibit 13**.

18 15. A true and correct copy of an email dated May 15, 2020 from the  
19 DOJ to the Receiver with attachment, produced by the Government as Bates  
20 Number GOV005\_00000002, is attached hereto as **Exhibit 14**.

21 16. A true and correct copy of an email exchange dated between May  
22 15, 2020 and May 26, 2020 between the Receiver and the DOJ with  
23 attachment, including handwritten notes produced by the Government as Bates  
24 Number GOV005\_00000038, is attached hereto as **Exhibit 15**.

25 17. A true and correct copy of an email exchange dated between June  
26 22, 2020 and June 23, 2020 between the Receiver and the DOJ with  
27  
28



1 attachment, produced by the Government as Bates Number  
2 GOV005\_00000005, is attached hereto as **Exhibit 16**.

3 18. A true and correct copy of FTC Civil Dkt. 81-1, the Declaration  
4 of Brick Kane is attached hereto as **Exhibit 17**.

5 19. A true and correct copy of the Final Judgment Including  
6 Permanent Injunction as to Defendants Jason Cardiff and Eunjung Cardiff,  
7 FTC Civil Dkt. 706 is attached as **Exhibit 18**.

8 20. A true and correct copy of the Final Judgment Including  
9 Permanent Injunction as to Defendants Jason Cardiff and Eunjung Cardiff,  
10 FTC Civil Dkt. 705 is attached as **Exhibit 19**

11 21. The Government, by Manu Sebastian, DOJ sent a letter dated  
12 April 18, 2024 describing the Government's production of documents  
13 included a group of documents entitled "GOV\_MOI" which contained  
14 government memoranda of interviews and other "Agent Materials." These  
15 include "MTF" (Memorandum to File) and "MTA" (Memorandum of  
16 Activity). A true and correct copy of this document is attached hereto as  
17 **Exhibit 20** and includes "Comprehensive Production Index as of April 18,  
18 2024":  
19

- 20 • GOV\_MOI 1-1076:
- 21 • GOV\_MOI 1077-1553;
- 22 • GOV\_MOI 1554-1801.

23 I have reviewed these materials and was unable to locate any documents  
24 referred to or reported any contact by the Receiver and USPIS prior to October  
25 12, 2018. In addition, none of the above referenced documents suggest that  
26 USPIS agents, including but not limited to Ms. Reins-Jarin, advised Brick  
27 Kane, the Receiver, as to Redwood's or Cardiffs' constitutional right to refuse a  
28

1 search of the premises and various computers prior to October 12, 2018.

2 19. The April 18, 2024 “Comprehensive Production Index as of April  
3 18, 2024” (**Exhibit 20**) also provides a summary and specific details of  
4 documents that are the subject of Defendant’s Motion to Suppress Evidence.  
5 The motion also includes evidence and witnesses that were learned as a result  
6 of the initial search on October 12, 2018 and subsequent searches conducted by  
7 law enforcement authorities.

8 20. I declare under penalty of perjury that the foregoing is true and  
9 correct. 28 U.S.C. § 1746.

10 Executed on this 9th day of September, at Houston, Texas.

11  
12 /s/ Stephen R. Cochell  
13 Stephen R. Cochell  
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Ex. No.	Description
1	Email dated July 17, 2018 from the FTC to the USPIS with attachment removed, produced by the Government as Bates Number GOV005_00000495
2	Request for Non-Public Materials and Certification of Intent to Maintain Confidentiality and to Restrict Use to Law Enforcement Purposes dated July 24, 2018 and submitted by the USPIS to the FTC, produced by the Government as Bates Number GOV005_00000376
3	Letter dated August 3, 2018 from the FTC to USPIS, produced by the Government as Bates Number GOV005_00000378
4	Email dated August 14, 2018 from the FTC to USPIS, produced by the Government as Bates Number GOV005_00000498
5	Email dated August 17, 2018 from USPIS to the FTC, produced by the Government as Bates Number GOV005_00000539
6	Email dated September 4, 2018 from the FTC to USPIS, produced by the Government as Bates Number GOV005_00000507
7	Email dated September 6, 2018 from the FTC to USPIS, produced by the Government as Bates Number GOV005_00000509
8	USPIS Memorandum to File dated October 10, 2018, produced by the Government as Bates Number GOV_MOI_001552-53
9	Email dated October 10, 2018 from the FTC to USPIS with attachment, produced by the Government as Bates Number GOV005_00000424
10	Email dated October 10, 2018 from the FTC to USPIS with attachment, produced by the Government as Bates Number GOV005_00000425
11	USPIS Memorandum to File dated July 6, 2021, produced by the Government as Bates Number GOV_MOI_001077-91
12	USPIS Memorandum to File dated October 23, 2018, produced by the Government as Bates Number GOV_MOI_001092-93
13	Consent to Search – Electronic Devices and Storage Media or Services dated July 6, 2021, produced by the Government as Bates Number GOV_MOI_001794-95
14	Email dated May 15, 2020 from the DOJ to the Receiver with attachment, produced by the Government as Bates Number GOV005_00000002
15	Email exchange dated between May 15, 2020 and May 26, 2020 between the Receiver and the DOJ with attachment, produced by the Government as Bates Number GOV005_00000038

16	Email exchange dated between June 22, 2020 and June 23, 2020 between the Receiver and the DOJ with attachment, produced by the Government as Bates Number GOV005 00000005
17	Declaration of Brick Kane, Dkt. 81-1 of Civil Case with FTC
18	The Final Judgment and Permanent Injunctions as to Defendants Jason Cardiff and Eunjung Cardiff, Dkt. 706 of the Civil Case with the FTC.
19	The Final Judgment and Permanent Injunctions as to Defendants Corporate Defendants, Dkt. 705 of the Civil Case with the FTC.
20	April 18, 2024 Letter from Government re: Production of Documents

# **EXHIBIT 1**

## **CARDIFF MOTION**

### **TO SUPPRESS**

Message

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**From:** Prunty, James A. [JPRUNTY@ftc.gov]  
**Sent:** 7/17/2018 11:41:59 PM  
**To:** 'Mayberry, Lisa D - Santa Ana, CA' [LDMayberry@uspis.gov]  
**CC:** Sanger, Elizabeth [esanger@ftc.gov]  
**Subject:** [EXTERNAL] RE: contact info  
**Attachments:** 2018-07-17 Ltr to USPI L. Mayberry.pdf; USPI 712 Form.pdf

Lisa, nice speaking with you. I've copied my colleague, Liz, on this email. I'll be away for a week so please copy her should you have any follow-up questions about the info sharing form.

Jim

**James A. Prunty**

Federal Trade Commission | Division of Advertising Practices  
600 Pennsylvania Ave., N.W. | Room CC-10562 | Washington DC 20580  
t: 202.326.2438 | f: 202.326.3259 | [jprunty@ftc.gov](mailto:jprunty@ftc.gov)

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**From:** Mayberry, Lisa D - Santa Ana, CA [mailto:LDMayberry@uspis.gov]  
**Sent:** Tuesday, July 17, 2018 7:01 PM  
**To:** Prunty, James A.  
**Subject:** contact info

Hi James,  
Please send any information regarding the case to:

Lisa Mayberry  
U.S. Postal Inspector  
Los Angeles Division Mail Fraud Team Leader  
704-578-9878 cell  
714-571-4571 office  
[LDMayberry@uspis.gov](mailto:LDMayberry@uspis.gov)





United States of America  
FEDERAL TRADE COMMISSION  
Washington, D.C. 20580

Division of Advertising Practices

July 17, 2018

**Via Email**

Ms. Lisa Mayberry  
Fraud Team Leader  
U.S. Postal Inspection Service  
Los Angeles Division

Re: *Form 712 For Sharing FTC Information With Law Enforcement*

Dear Lisa:

Thanks for taking my call today. As I mentioned on the telephone, the FTC's Division of Advertising Practices has been investigating a nest of companies permeated with fraud and centered in Upland, California. We are hoping to file an ex parte TRO in early September that will include seven common enterprise defendants and three individual defendants. Based on our investigation to date, it appears that the companies and individuals are defrauding consumers through the US mail and by wire. Additionally, money is being circulated in a manner consistent with money laundering and structuring to avoid bank reporting requirements.

So far, we have records from several banks, some forensic analysis of those records, and more than 1.6 million documents received directly from the company and other third parties. We look forward to hearing from you regarding your interest in pursuing this matter further with us.

Best regards,

A handwritten signature in blue ink, appearing to read "James A. Prunty".

James A. Prunty  
Division of Advertising Practices

Encl.

**To:** General Counsel  
Federal Trade Commission  
Washington, DC 20580

#4794

**Re:** Request for Non-public Materials and  
Certification of Intent to Maintain  
Confidentiality and to Restrict Use to Law  
Enforcement Purposes

Pursuant to the Federal Trade Commission Act, as amended 15 U.S.C. §41 et seq., and Rules 4.6 and 4.11 of the Commission's Rules of Practice, 16 C.F.R. §§4.6 and 4.11, I hereby request access to materials concerning:

Redwood Scientific Technologies, Inc. (CA); Redwood Scientific Technologies, Inc. (Delaware); Redwood Scientific Technologies, Inc. (NV); Identify, LLC (WY); Advanced Men's Institute, LLC (CA); Runaway Products, LLC (NY); Carol Place Trust; Carols Place Limited Partnership (AZ); Jason Cardiff; Eunjung Cardiff, aka Eunjung No; Danielle Cadiz, aka Danielle Walker; and all of their related companies

FTC File No. (if known):

1723117

FTC STAFF CONTACT

James Prunty

I certify on behalf of this office that any information received pursuant to this request will be maintained in confidence and used only for official law enforcement purposes.

CITE AGENCY'S AUTHORITY

DESCRIBE LAW ENFORCEMENT PURPOSE

PLEASE CHECK ONE:

- ☐ A copy of this certification should be provided to submitters of the documents to which access is requested.
- ☒ I request that the Commission **NOT** send a copy of this Certification to submitters of the documents to which access is requested.

REQUESTER'S SIGNATURE

DATE

SIGN HERE

**PLEASE PRINT OR TYPE THE INFORMATION REQUESTED BELOW.**

REQUESTER'S NAME AND TITLE

TELEPHONE NUMBER

OFFICE

ADDRESS

EMAIL ADDRESS



# **EXHIBIT 2**

## **CARDIFF MOTION**

### **TO SUPPRESS**

**To:** General Counsel  
Federal Trade Commission  
Washington, DC 20580

**Re:** Request for Non-public Materials and  
Certification of Intent to Maintain  
Confidentiality and to Restrict Use to Law  
Enforcement Purposes

Pursuant to the Federal Trade Commission Act, as amended 15 U.S.C. §41 et seq., and Rules 4.6 and 4.11 of the Commission's Rules of Practice, 16 C.F.R. §§4.6 and 4.11, I hereby request access to materials concerning:

Redwood Scientific Technologies, Inc. (CA); Redwood Scientific Technologies, Inc. (Delaware); Redwood Scientific Technologies, Inc. (NV); Identify, LLC (WY); Advanced Men's Institute, LLC (CA); Runaway Products, LLC (NY); Carol Place Trust; Carols Place Limited Partnership (AZ); Jason Cardiff; Eunjung Cardiff, aka Eunjung No; Danielle Cadiz, aka Danielle Walker; and all of their related companies

FTC File No. (if known):

1723117

FTC STAFF CONTACT

James Prunty

I certify on behalf of this office that any information received pursuant to this request will be maintained in confidence and used only for official law enforcement purposes.

CITE AGENCY'S AUTHORITY

FTC Act, 15 USC 45, 52

DESCRIBE LAW ENFORCEMENT PURPOSE

Assist FTC staff in investigation of advertising and marketing practices for thin film strip products

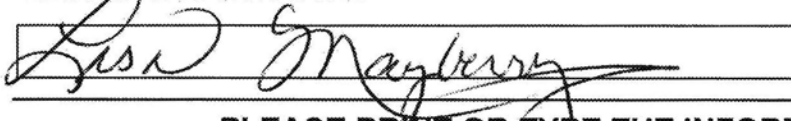
PLEASE CHECK ONE:

☐ A copy of this certification should be provided to submitters of the documents to which access is requested.

☒ I request that the Commission **NOT** send a copy of this Certification to submitters of the documents to which access is requested.

REQUESTER'S SIGNATURE

DATE



7/24/2018

**PLEASE PRINT OR TYPE THE INFORMATION REQUESTED BELOW.**

REQUESTER'S NAME AND TITLE

Lisa Mayberry, US Postal Inspector - Mail Fraud Team Leader

TELEPHONE NUMBER

704-578-9878

OFFICE

Los Angeles Division

ADDRESS

PO Box 4399  
Santa Ana, CA 92702

EMAIL ADDRESS

LDMayberry@USPIS.GOV

# **EXHIBIT 3**

## **CARDIFF MOTION**

### **TO SUPPRESS**

#4798



United States of America  
FEDERAL TRADE COMMISSION  
WASHINGTON, D.C. 20580

Heather Hipsley  
Acting Principal Deputy General Counsel  
Office of the General Counsel

**AUG 03 2018**

Lisa Mayberry  
United States Postal Inspector  
United States Postal Inspection Service  
Mail Fraud Team Leader  
P.O. Box 4399  
Santa Ana, CA 92702

Dear Ms. Mayberry:

This responds to your request received in this office on July 24, 2018, for access to information regarding materials received by FTC in the course of its investigation of Redwood Scientific Technologies, Inc. (CA); Redwood Scientific Technologies, Inc. (DE); Redwood Scientific Technologies, Inc. (NV); Identify, LLC (WY); Advance Men's Institute, LLC (CA); Runaway Products, LLC (NY); Carol Place Trust; Carols Place Limited Partnership (AZ); Jason Cardiff, Eunjung Cardiff, aka Eunjung No; Danielle Cardiz, aka Danielle Walker; and all of their related companies. The Commission appreciates your continued involvement in our mutual law enforcement activities and your interest in this matter. I have determined to grant you access to responsive materials on a continuing basis as an exercise of discretion, subject to certain limited exceptions required by statute or regulation or policy.

My response to your request is authorized by Commission Rule 4.11(c) of the Commission's Rules of Practice, 16 C.F.R. § 4.11(c). Access to this material is granted for official law enforcement purposes only, and with the understanding, as expressed in your certification, that you will preserve its confidentiality.

In granting discretionary release of this information, the Commission intends no waiver of statutory privileges or of applicable exemptions under the Freedom of Information Act, 5 U.S.C. § 552. Further, the Commission may wish to protect the confidentiality of the material under any applicable privileges if your office receives a request for access or becomes subject to compulsory process or to discovery in litigation. Accordingly, any further disclosure of this material, including its use in court, may be undertaken only if you provide notice to this office and obtain advance written authorization. We appreciate your cooperation and look forward to working with you in the future.

The materials to which you have been granted access may be obtained by contacting James Prunty, Attorney, Bureau of Consumer Protection, Division of Advertising Practices, 600 Pennsylvania Avenue N.W., Mail Stop CC - 10528, Washington, D.C. 20580. Mr. Prunty's telephone number is (202) 326-2438.

Sincerely,

  
Heather Hipsley

# **EXHIBIT 4**

## **CARDIFF MOTION**

### **TO SUPPRESS**



Message

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**From:** Prunty, James A. [JPRUNTY@ftc.gov]  
**Sent:** 8/14/2018 9:14:49 PM  
**To:** Lisa Mayberry [LDMayberry@uspis.gov]  
**CC:** Sanger, Elizabeth [esanger@ftc.gov]  
**Subject:** [EXTERNAL] Redwood Scientific Technologies

Lisa, now that our general counsel's office has given you access to discuss this case, is there a time tomorrow afternoon (EDST) we could have a brief conversation about where we are?

Jim

**James A. Prunty**

Federal Trade Commission | Division of Advertising Practices  
600 Pennsylvania Ave., N.W. | Room CC-10562 | Washington DC 20580  
t: 202.326.2438 | f: 202.326.3259 | [jprunty@ftc.gov](mailto:jprunty@ftc.gov)

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# **EXHIBIT 5**

## **CARDIFF MOTION**

### **TO SUPPRESS**



Message

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**From:** Mayberry, Lisa D - Santa Ana, CA [LDMayberry@uspis.gov]  
**Sent:** 8/17/2018 7:11:26 PM  
**To:** Prunty, James A. [JPRUNTY@ftc.gov]  
**CC:** Sanger, Elizabeth [esanger@ftc.gov]; Rodriguez, Edwin [ERODRIGUEZ@ftc.gov]  
**Subject:** Re: [EXTERNAL] Redwood - Immediate Access

10 4. Sounds good.

Lisa

Sent from my iPhone

> On Aug 17, 2018, at 12:10 PM, Prunty, James A. <JPRUNTY@ftc.gov> wrote:  
>  
> Lisa, we will call you on your cell at 11:00 a.m. pacific time on Monday.  
>  
> Thanks and have a good weekend. Jim  
>  
> <meeting.ics>

# **EXHIBIT 6**

## **CARDIFF MOTION**

### **TO SUPPRESS**

Message

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**From:** Prunty, James A. [JPRUNTY@ftc.gov]  
**Sent:** 9/4/2018 9:38:28 PM  
**To:** Lisa Mayberry [LDMayberry@uspis.gov]  
**Subject:** [EXTERNAL] My Trip to So Cal this Week

Lisa, thanks for speaking with us on the spur of the moment today. Let me know if you have not received or secure link with Redwood documents I prepared a couple of weeks ago for your review.

I'm planning to meet you at your Long Beach office at 10:00 a.m. on Friday, September 7<sup>th</sup>. It has occurred to me that it might be worth doing some sort of reconnaissance of the Redwood business premises in Upland that day. One of the things we're concerned about is that the principals of Redwood may be pulling up stakes and leaving. We hope to get our action filed no later than September 25<sup>th</sup>. Knowing that the business is still going and still located at the Upland location might help reassure the team that we're on the right track. If they've moved that would be helpful as well. Let me know if you have the time to do that. Perhaps we could meet at an easier location on the way to Upland if that's something you're willing to do.

Just let me know your thoughts. Otherwise, I'll plan to see you in Long Beach Friday morning.

Thanks.

Jim

**James A. Prunty**

Federal Trade Commission | Division of Advertising Practices  
600 Pennsylvania Ave., N.W. | Room CC-10562 | Washington DC 20580  
t: 202.326.2438 | f: 202.326.3259 | [jprunty@ftc.gov](mailto:jprunty@ftc.gov)

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# **EXHIBIT 7**

## **CARDIFF MOTION**

### **TO SUPPRESS**

Message

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**From:** Prunty, James A. [JPRUNTY@ftc.gov]  
**Sent:** 9/6/2018 8:18:45 PM  
**To:** Lisa Mayberry [LDMayberry@uspis.gov]  
**Subject:** [EXTERNAL] Redwood  
**Attachments:** 2018-09-05 Memo to Lisa Mayberry USPIs.docx

Lisa, thanks for taking my call on your day off. Your suggestion of avoiding all of the Friday traffic by having some of your USPIs associates drive by these addresses is certainly appealing.

The hope is that by driving by the business addresses and the home address, we can make some sort of determination as to whether the Cardiffs are still living at the home at 700 West 25<sup>th</sup> Street, Upland, and whether they are still conducting business activities at the three addresses in Upland (see attached memo) and the historical address in Claremont (see memo).

We know that the Cardiffs drive two Bentleys and two Porsches. It would help to know what, if any business activities are being conducted at the business addresses we've given you, and to have some plates we can run to see if we can match them to the employment records we've already received from California Employment Division.

Hopefully, the memo will help with the description of the conduct we are investigating, and some names and addresses where the activities have been taking place.

Feel free to contact me at 202-905-8668 with questions.

Lisa, I'll still plan to meet with you at your Long Beach office tomorrow at 10:00 a.m. At that time, I can transfer you some of the large files we were unable to send you using secure links. Can you please send me your Long Beach address when you receive this email. Thanks again.

Jim Prunty



**CONFIDENTIAL AND PRIVILEGED JOINT WORK PRODUCT**

**TO:** Lisa Mayberry, USPIS, Team Leader

**FROM:** Elizabeth Sanger, 202-326-2757; Email: [\[HYPERLINK "mailto:esanger@ftc.gov"\]](mailto:esanger@ftc.gov)  
Jim Prunty, 202-326-2438; Email: [\[HYPERLINK "mailto:jprunty@ftc.gov"\]](mailto:jprunty@ftc.gov)  
1 Edwin Rodrigues, 202-326-3147; Email: [\[HYPERLINK "mailto:erodriguez@ftc.gov"\]](mailto:erodriguez@ftc.gov)

**RE:** Redwood Scientific Technologies, Inc., and Jason & Eunjung Cardiff

**DATE:** August 21, 2018

**Defendants**

*Husband and wife:*

Jason Edward Thomas Cardiff  
[REDACTED]  
[REDACTED]

Eunjung Cardiff, a/k/a Eunjung No  
[REDACTED]  
[REDACTED]

*Associate:*

Danielle Cadiz, a/k/a Danielle Walker

SSN [REDACTED]; [REDACTED]

Address: [REDACTED]

*Corporate Entities:*

Redwood Scientific Technologies, Inc. (Incorporated in CA, NV, and DE)  
Addresses: 820 North Mountain Avenue, Suite 100 (main office), Upland, CA 91786  
870 North Mountain Avenue, Suites 115 (warehouse) and 118 (customer service), Upland, CA 91786

**Note:** Historical address is 2501 1<sup>st</sup> Street, Suite 301, Claremont, CA 91711  
We've never been able to verify whether this address is still being used by the corporate entities.

Identify, LLC (WY)

Address: 820 North Mountain Avenue, Suite 100, Upland, CA 91786

Redwood Scientific Technologies, LLC (CA)  
Advanced Men's Institute Prolongz LLC d/b/a AMI (CA)  
Run Away Products, LLC (NY)  
Carols Place Limited Partnership (AZ)

### **Other Related Businesses**

Intel Property, LLC (WY)  
Address: 870 North Mountain Avenue, Suite 115, Upland, CA 91786  
Cigirex LLC (NY)  
OWL Enterprises LLC (NV)  
Smoke Stop LLC (CA)  
Wage Lock LLC (CA)

### **Target Filing Date**

Early to mid-September 2018. Along with our complaint, we plan to apply for an ex parte TRO in the Central District of California, requesting the appointment of a receiver and an immediate access order allowing the receiver access to the companies' physical premises. We do not anticipate that there will be more than 15-20 people working at the three business locations.

### **The FTC Case**

The FTC case involves deceptive marketing of dissolvable oral film strip products; the use of unauthorized autoship programs; violations of the Telemarketing Sales Rule (TSR); and a recently launched multi-level marketing program. The common enterprise includes three identically named corporations – Redwood Scientific Technologies, Inc. (incorporated in California, Nevada, and Delaware, respectively) – and four limited liability companies incorporated in different states: Identify, LLC (Wyoming), Run Away Products, LLC (New York), Advanced Men's Institute Prolongz, LLC (California), and Carols Place Limited Partnership (Arizona).

Proposed defendants operate as a common enterprise making fraudulent claims about their products and engaging in marketing and billing practices that are causing ongoing consumer injury. Specifically, our investigation showed that proposed defendants have: (1) deceptively marketed at least three of their dissolvable film strip products – TBX-FREE, Eupepsia Thin, and Prolongz – as, respectively, highly effective smoking cessation, weight loss, and sexual performance products; (2) falsely represented that TBX-FREE, Eupepsia Thin, and Prolongz have been proven effective in clinical testing; (3) falsely claimed that Eupepsia Thin is made in the USA; (4) falsely claimed that TBX-FREE, Eupepsia Thin, and Prolongz are sold with a lifetime money-back guarantee; (5) deceptively featured actors in Eupepsia Thin advertising as actual consumers who had successfully used Eupepsia Thin to lose substantial amounts of weight; (6) failed to adequately disclose enrollments in autoship plans, unfairly placed consumers in autoship plans without their authorization, and misrepresented that consumers would *not* be placed in autoship plans; (7) violated the Restore Online Shoppers'



Confidence Act and the Electronic Fund Transfer Act; (8) violated the Telemarketing Sales Rule by making illegal robocalls; and (9) in connection with their spring 2018 launch of Rengalife, a multi-level marketing program, made false or unsubstantiated earnings claims.

Defendants use USPS to ship their products to consumers and ask consumers to return unwanted/unordered products via US mail.

Staff has accumulated evidence from publicly-available sources and third parties, as well as Redwood's 1.6 million-document response to a Civil Investigative Demand (CID), including over 525 consumer complaints via Consumer Sentinel and the California Better Business Bureau, records of more than 10,000 consumer contacts/complaints to Redwood, interviews with more than 20 consumers, seventeen sworn consumer affidavits, two recorded undercover purchase calls to defendants' TBX-FREE toll-free number, two recorded undercover purchases initiated on tbxfree.com, one undercover purchase of Eupepsia Thin initiated on Amazon.com, thousands of pages of bank statements and related documents covering both corporate depository and merchant accounts, and CID responses from Visa, MasterCard, American Express, and the California Division of Employment and Labor. Staff also has obtained documentation from a telecommunications company establishing that proposed defendants licensed a telephone number from which robocalls were delivered to consumers.

In addition to making false or unsubstantiated advertising claims, proposed defendants also engage in deceptive and unfair marketing practices, including failing to disclose adequately material terms and conditions of autoship continuity plans, misrepresenting that consumers would not be placed in autoship continuity plans, and unfairly charging consumers' debit and credit cards without authorization. Consumer complaints are voluminous: in just five months in 2017, the company recorded over 10,000 contacts from consumers. The overwhelming majority of complaints, whether to third parties or to Redwood directly, concerned unauthorized charges to debit and credit cards. Defendants also had high chargeback rates and were terminated by processors a number of times for that reason. Defendants have also been denied merchant accounts due to a history of high chargebacks. One of the ways Defendants have gotten around this is by creating new companies to apply for accounts under different company names, and by rotating through individuals who sign account applications.

Under its autoship continuity program, Redwood sends consumers additional shipments of its products each month and charges their debit or credit cards for each shipment until consumers affirmatively cancel their membership. Consumers are typically unaware that they have been enrolled in a continuity program until they discover the charges on their debit or credit card statements or receive an unexpected product shipment. These unauthorized charges result most often from proposed defendants' failure to disclose the continuity program to obtain consumers' informed consent to the recurring charges. However, at Jason Cardiff's direction, Defendants have at times simply converted what were initially registered as one-time sales into continuity sales without consumers' consent (in some cases months after the fact). In other instances, Redwood's customer service representatives affirmatively misrepresented to consumers that they would not be enrolled in autoship continuity programs, and that their debit or credit cards would only be charged for a one-time purchase. Several of the consumers we interviewed, and others who complained directly to the company, cited being charged despite assurances that they were making a one-time purchase.



These consumer experiences are corroborated by our undercover purchase. When our investigator placed a phone order of TBX-FREE, he stated that he only wanted a single box. The sales representative tried to upsell the investigator on a three-box bundle, but ultimately closed the sale by confirming that our investigator's credit card would be charged \$49.95 for one box. Nevertheless, a month later, our investigator received an email with the subject line, "TBX Subscription Billing Reminder TBX-FREE 1 Month –Tobacco Subscription," which stated that he was due to receive his refill within the upcoming week through his "preferred subscribe and save membership."

Our investigator was also enrolled in an autoship continuity plan after placing an online order for "1 Month Supply of TBX-FREE<sup>TM</sup> Menthol Flavor \$49.95." There were no disclosures about the continuity plan during the order flow, nor were there any disclosures about Redwood's restrictions on refunds.

The packing slip that arrives with the product shipment is often the first time consumers have an opportunity to learn that they have been placed in an autoship continuity plan and, even then, they have to read past the upper half of the packing slip, where date of purchase and the amount they agreed to pay appear in large print. The lower half of the packing slip, under the heading "Order Information," contains a densely worded, single-spaced, small-print explanation of Redwood's policy concerning "RETURNS & REFUNDS." Buried in the second paragraph of that section is the following statement:

Thank you so much for choosing Redwood Scientific Technologies' product. We sincerely hope you will be pleased with your purchase. We are so confident that you will love the product(s) which you have purchased, we are offering a 30 days' money back satisfaction guarantee. To provide you with a trouble-free experience, contact us within 30 days of your order to return for refund or cancel your auto-ship subscription, [sic] you must follow the steps listed below to ensure prompt credit or cancellation to your account.

The fine print goes on to state that consumers will not be refunded for original shipping and handling, that they will have to pay for return postage, that returns will only be accepted if they are shipped with a Return Merchandise Authorization number, and that refunds will only be issued if the product is received within 30 days of when it was *ordered* (not received) by the consumer.

Many consumers who attempt to follow Redwood's return policies are still denied refunds, are trapped in autoship continuity plans for three to four months before successfully cancelling, or are re-enrolled in autoship continuity plans after believing they had successfully canceled their membership. Consumer complaints and our investigator's capture of the TBX-FREE website also show that although Redwood obtains debit card numbers from many consumers with the intention of charging them for autoship continuity plans, proposed defendants fail to get written or other similarly authenticated authorization in advance.

### **Additional Potentially Criminal Issues**



In addition to using the US mail and telephones to facilitate fraudulent, unauthorized debit and credit card charges, Defendants also use their companies for personal gain while potentially evading taxes. For example, they take very large sums of cash out of their various accounts. Also, the Cardiffs recently testified under oath in a civil proceeding in Los Angeles that they have not filed personal taxes in the last six years.

One of Defendants' biggest sources of revenue and cash comes from their completely bogus 501(c)(3) charities, People United For Christians (PUFC), a California corporation, d/b/a Peter Popoff Ministries, Ltd.; PPM Ministries Ltd., a California corporation; and Messengers For Christ World Healing Center (MFC), a Nevada corporation. They may also be operating charities in the following names: Together Against Cancer, Medical Aid and Research Fund Inc., and Edward Thomas Ministries. Jason Cardiff started his marketing career fundraising for The Ministries of Peter Popoff (a televangelist), and was married to Popoff's daughter, Amy. When Jason stopped fundraising for Popoff, we believe he took the mailing lists and opened several bank accounts to continue fundraising for an organization formed by Jason and his new wife (Eunjung), Peter Popoff Ministries, Ltd, which bears Popoff's name but has no formal relationship with The Ministries of Peter Popoff.

When Defendants responded to our CID, rather than cull out the documents that were responsive to our requests, they gave us a data dump, which includes outgoing mail solicitations from PUFC and MFC asking people for checks and cash contributions. One of our bank CIDs turned up 25,000 pages of check, USPS Postal Money Order, and other money order deposits in amounts varying from \$20-\$100 from people all over the United States who responded to Defendants' appeals for "seed offerings" for prayers. So much cash comes in the mail in response to these bogus pleas that they needed a Brinks contract to keep the cash safe. We see no evidence at all of any actual religious activity or eleemosynary purpose being served by these charities. To the contrary, the charities help fund the expenses of the common enterprise of companies we have targeted. The Cardiffs also appear to use those charities to pay personal expenses.

The Cardiffs also have at least three personal trusts of which we are aware: Jurikel Trust, Jurikel Trust 2, and Carols Place Trust (a bridge trust). Carols Place Trust is the primary owner of Carols Place Limited Partnership, one of the Defendants. There may be another trust in Europe. Little is known about the trust assets except that Carols Place Trust owns the Cardiffs' \$1.3 million home, as well as jewelry and paintings listed in an insurance rider that almost equal the value of the home. Carols Place Trust has a duress clause that causes trust assets to pour over to a Cook Island Trust in the event of legal action against the Cardiffs.

### **Consumer Sentinel Complaints in Southern California**

The following complaint reference numbers are from Culver City, Fountain Valley, Visalia, Banning, and Murrieta, California:

Ref:





If you discover additional consumer complaints in your USPIS database that have not been reported to Consumer Sentinel, we'd appreciate having an opportunity to review them.

I'm attaching 10 consumer declarations, as well as some documents that relate to the Cardiffs' charitable solicitations on behalf of PUFC to give you a flavor of things. Let me know if you need anything else to get started. When the moving papers for the TRO are in order we will get you a copy.

# **EXHIBIT 8**

**CARDIFF MOTION**

**TO SUPPRESS**

U.S. POSTAL INSPECTION SERVICE  
LOS ANGELES DIVISION

MEMO TO FILE

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RE: 820 N. Mountain Ave., Suite 100  
870 N. Mountain Ave., Suites 115 and 118  
Upland, CA 91786

700 W. 25<sup>th</sup> St., Upland, CA 91784

On Friday, October 5, 2018, I conducted surveillance of the target addresses 820 N. Mountain Ave., Suite 100, and 870 N. Mountain Ave., Suites 115 and 118, Upland, CA, associated with Redwood Scientific Technologies. I also drove past 700 W. 25<sup>th</sup> St., the address for Jason and Eunjung Cardiff.

At approximately 9:00am, I drove by 700 W. 25<sup>th</sup> St. The driveway gate was closed and I could not see in. I spent several minutes driving down W. 25<sup>th</sup> St., then turned back to drive past the home again. I noticed a truck parked across the street from the home and after I drove by, the truck turned in to the driveway. I turned around to head back to pass the home again. As I drove by, I observed the truck parked inside and a larger black dog not far away. I recognized the dog as one from several RengaLife Facebook posts by Jason Cardiff.

At approximately 12:40pm, I walked through 820 N. Mountain Ave. and observed Suite 100. The door was closed and there was a Redwood Scientific Technologies sign posted to the side of the door. Following this location, I walked to the 870 N. Mountain Ave. building and entered through the door facing 820 N. Mountain Ave. I walked down the hall and past Suites 115 and 118, located across the hall from each other. I turned the corner (to my right) and heard someone exit a door. Though I did not observe it directly, it sounded as if the person exited either 115 or 118. I waited a few seconds before turning the corner and heading back down the hall. I saw a female, possibly white or Hispanic, with brown hair up in a ponytail walking down the hall. I turned the corner toward the main corridor in the middle of the building and saw the female enter a restroom. She appeared to be in her 20s or possibly early 30s.

On October 10, 2018, I returned to 820 and 870 N. Mountain Ave. At approximately 8:45am, I observed a dark colored Bentley sedan parked outside 820 N. Mountain. There was no license plate on the front. Systems checks found that Eunjung Cardiff has two Bentleys registered in her name (one expiring in 2019, and one that expired 09/24/2018).

At approximately 10:40am, I observed the Bentley parked in the same parking space, not far from the cluster mailbox outside 820 N. Mountain. I walked along the sidewalk behind the vehicle and the rear had a paper plate with a frame that said 'Beverly Hills'.

Christine Reins-Jarin  
Postal Inspector  
October 10, 2018

# **EXHIBIT 9**

**CARDIFF MOTION**

**TO SUPPRESS**



Message

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**From:** Prunty, James A. [JPRUNTY@ftc.gov]  
**Sent:** 10/10/2018 7:35:16 PM  
**To:** Reins-Jarin, Christine A - Los Angeles, CA [/o=USPS/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=FCBKFO]  
**Subject:** [EXTERNAL] Redwood

Christine, just a quick update. No word from the Court yet, so our earliest date at this point will be Friday, October 12, 2018. If no luck this week, we'll be looking at next Tuesday. I'll keep you updated as I know. Did you have any luck pulling CCW permits for the subjects or vehicle plates?

Thanks.

Jim

**James A. Prunty**

Federal Trade Commission | Division of Advertising Practices  
600 Pennsylvania Ave., N.W. | Room CC-10562 | Washington DC 20580  
t: 202.326.2438 | f: 202.326.3259 | [jprunty@ftc.gov](mailto:jprunty@ftc.gov)

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# **EXHIBIT 10**

**CARDIFF MOTION**

**TO SUPPRESS**

Message

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**From:** Prunty, James A. [JPRUNTY@ftc.gov]  
**Sent:** 10/10/2018 10:47:26 PM  
**To:** Reins-Jarin, Christine A - Los Angeles, CA [/o=USPS/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=FCBKFO]  
**Subject:** [EXTERNAL] Redwood  
**Attachments:** Redwood Scientific TRO Signed by J. Otero.pdf

Christine, the judge signed our TRO today and it looks like we'll be doing the immediate access Friday, October 12, 2018. We'll be meeting at the Upland Police Dept. as I stated in a previous email. I'll be leaving the office shortly as I have to catch an early flight out of here in the morning.

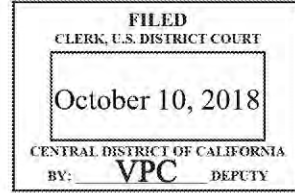
I'll still be monitoring email at this address but if you need to speak with me you're welcome to call my cell, 202-905-8688.

Jim

**James A. Prunty**

Federal Trade Commission | Division of Advertising Practices  
600 Pennsylvania Ave., N.W. | Room CC-10562 | Washington DC 20580  
t: 202.326.2438 | f: 202.326.3259 | [jprunty@ftc.gov](mailto:jprunty@ftc.gov)

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**Federal Trade Commission,**

Plaintiff,

v.

**Jason Cardiff, et al.,**

Defendants.

**FILED UNDER SEAL**

Case No. 18-cv-2104

*EX PARTE* TEMPORARY  
RESTRAINING ORDER WITH  
ASSET FREEZE,  
APPOINTMENT OF A  
TEMPORARY RECEIVER, AND  
OTHER EQUITABLE RELIEF,  
AND ORDER TO SHOW CAUSE  
WHY A PRELIMINARY  
INJUNCTION SHOULD NOT  
ISSUE

Plaintiff, the Federal Trade Commission, has filed its Complaint for Permanent Injunction and Other Equitable Relief pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), the Restore Online Shoppers' Confidence Act, ("ROSCA"), 15 U.S.C. §§ 8401-8405, and the Electronic Fund Transfer Act ("EFTA"), 15 U.S.C. §§ 1693-1693r, and Section 6



1 of the Telemarketing and Consumer Fraud and Abuse Prevention Act (the  
2 “Telemarketing Act”), 15 U.S.C. § 6105, and has moved, pursuant to Fed. R. Civ.  
3 P. 65(b), for a temporary restraining order, asset freeze, other equitable relief, and  
4 an order to show cause why a preliminary injunction should not issue against  
5 Defendants Jason Cardiff, Eunjung Cardiff, a/k/a Eunjung Lee, a/k/a Eunjung No,  
6 Danielle Cadiz, a/k/a Danielle Walker, Redwood Scientific Technologies, Inc.  
7 (California), Redwood Scientific Technologies, Inc. (Nevada), Redwood Scientific  
8 Technologies, Inc. (Delaware), Identify, LLC, Advanced Men’s Institute Prolongz  
9 LLC, Run Away Products, LLC, and Carols Place Limited Partnership.

10 **FINDINGS OF FACT**

11 The Court, having considered the Complaint, the *ex parte* Application for a  
12 Temporary Restraining Order, declarations, exhibits, and the memorandum of  
13 points and authorities filed in support thereof, and being otherwise advised, finds  
14 that:

15 A. This Court has jurisdiction over the subject matter of this case, and  
16 there is good cause to believe that it will have jurisdiction over all parties hereto  
17 and that venue in this district is proper.

18 B. In numerous instances, Defendants have misrepresented the  
19 effectiveness of their dissolvable film strip products for smoking cessation, weight  
20 loss, and improved male sexual performance, thereby misleading vulnerable  
21 consumers. Defendants have then further injured many consumers by placing  
22 them on unauthorized continuity plans that resulted in additional charges to their  
23 credits cards or withdrawals from their debit accounts. Defendants have also made  
24 false earnings claims as part of a multilevel marketing plan, and illegally caused  
25 more than one million robocalls to be made to consumers’ telephones.

26 C. There is good cause to believe that Defendants Jason Cardiff, Eunjung  
27 Cardiff, Danielle Cadiz, Redwood Scientific Technologies, Inc. (California),  
28 Redwood Scientific Technologies, Inc. (Nevada), Redwood Scientific



1 Technologies, Inc. (Delaware), Identify, LLC, Advanced Men's Institute Prolongz  
2 LLC, Run Away Products, LLC, and Carols Place Limited Partnership have  
3 engaged in and are likely to engage in acts or practices that violate Sections 5(a)  
4 and 12 of the FTC Act, Section 4 of ROSCA, Section 907(a) of EFTA, EFTA's  
5 implementing Regulation E, and the Telemarketing Sales Rule ("TSR"), and that  
6 Plaintiff is therefore likely to prevail on the merits of this action. As demonstrated  
7 by Defendants' own advertising and communications, consumer complaints,  
8 declarations, and the additional documentation filed by the FTC, the Commission  
9 has established a likelihood of success in showing that Defendants have  
10 deceptively marketed TBX-FREE, Eupepsia Thin, and Prolongz, placed consumers  
11 on continuity plans without their prior authorization, charged consumers' credit  
12 cards and debited their bank accounts without authorization, caused robocalls to be  
13 made to more than one million consumers to induce the sale of goods or services,  
14 and misrepresented the earnings that people who join their multi-level marketing  
15 program are likely to make.

16 D. The FTC is likely to succeed in showing that Corporate Defendants  
17 Redwood Scientific Technologies, Inc. (California), Redwood Scientific  
18 Technologies, Inc. (Nevada), Redwood Scientific Technologies, Inc. (Delaware),  
19 Identify, LLC, Advanced Men's Institute Prolongz LLC, Run Away Products,  
20 LLC, and Carols Place Limited Partnership operate as a common enterprise and are  
21 the alter egos of Jason Cardiff and Eunjung Cardiff.

22 E. There is good cause to believe that immediate and irreparable harm  
23 will result from Defendants' ongoing violations of the FTC Act, ROSCA, EFTA  
24 and Regulation E, and the TSR unless Defendants are restrained and enjoined by  
25 order of this Court.

26 F. There is good cause to believe that immediate and irreparable damage  
27 to the Court's ability to grant effective final relief for consumers – including  
28 monetary restitution, rescission, or disgorgement – will occur from the sale,



1 transfer, destruction or other disposition or concealment by Defendants of their  
2 assets or records, unless Defendants are immediately restrained and enjoined by  
3 order of this Court; and that, in accordance with Fed. R. Civ. P. 65(b) and Local  
4 Rule 7-19.2, the interests of justice require that this Order be granted without prior  
5 notice to Defendants. Thus, there is good cause for relieving Plaintiff of the duty  
6 to provide Defendants with prior notice of its Motion for a Temporary Restraining  
7 Order.

8 G. Good cause exists for freezing the assets of all Defendants, appointing  
9 a temporary receiver over the Receivership Entities and over the assets of Jason  
10 Cardiff and Eunjung Cardiff, permitting Plaintiff and the Receiver immediate  
11 access to the Defendants' business premises, and permitting Plaintiff and the  
12 Receiver to take expedited discovery.

13 H. Weighing the equities and considering Plaintiff's likelihood of  
14 ultimate success on the merits, a temporary restraining order with an asset freeze,  
15 the appointment of a temporary receiver, immediate access to business premises,  
16 expedited discovery, and other equitable relief is in the public interest.

17 I. This Court has authority to issue this Order pursuant to Section 13(b)  
18 of the FTC Act, 15 U.S.C. § 53(b), Federal Rule of Civil Procedure 65, and the All  
19 Writs Act, 28 U.S.C. § 1651.

20 J. No security is required of any agency of the United States for issuance  
21 of a temporary restraining order. Fed. R. Civ. P. 65(c).

## 22 DEFINITIONS

23 For the purpose of this Order, the following definitions shall apply:

24 A. "Asset" means any legal or equitable interest in, right to, or claim to,  
25 any property, wherever located and by whomever held.

26 B. "Continuity Program" means any plan, arrangement, or system under  
27 which a consumer is periodically charged for products or services, without prior  
28 notification by the seller before each charge.



1 C. “Corporate Defendant(s)” means Redwood Scientific Technologies,  
2 Inc. (California), Redwood Scientific Technologies, Inc. (Nevada), Redwood  
3 Scientific Technologies, Inc. (Delaware), Identify, LLC, Advanced Men’s Institute  
4 Prolongz LLC, Run Away Products, LLC, and Carols Place Limited Partnership,  
5 and each of their subsidiaries, affiliates, successors, and assigns.

6 D. “Defendant(s)” means Corporate Defendants, Jason Cardiff, Eunjung  
7 Cardiff, and Danielle Cadiz, individually, collectively, or in any combination.

8 E. “Document” is synonymous in meaning and equal in scope to the  
9 usage of “document” and “electronically stored information” in Federal Rule of  
10 Civil Procedure 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings,  
11 graphs, charts, photographs, sound and video recordings, images, Internet sites,  
12 web pages, websites, electronic correspondence, including email and instant  
13 messages, contracts, accounting data, advertisements, FTP Logs, Server Access  
14 Logs, books, written or printed records, handwritten notes, telephone logs,  
15 telephone scripts, receipt books, ledgers, personal and business canceled checks  
16 and check registers, bank statements, appointment books, computer records,  
17 customer or sales databases, and any other electronically stored information,  
18 including Documents located on remote servers or cloud computing systems, and  
19 other data or data compilations from which information can be obtained directly or,  
20 if necessary, after translation into a reasonably usable form. A draft or non-  
21 identical copy is a separate document within the meaning of the term.

22 F. “Electronic Data Host” means any person or entity in the business of  
23 storing, hosting, or otherwise maintaining electronically stored information. This  
24 includes, but is not limited to, any entity hosting a website or server, and any entity  
25 providing “cloud based” electronic storage.

26 G. “Individual Defendant(s)” means Jason Cardiff, Eunjung Cardiff, and  
27 Danielle Cadiz, individually, collectively, or in any combination.

28 H. “Negative Option” means, in an offer or agreement to sell or provide



1 any good or service, a provision under which the consumer's silence or failure to  
2 take an affirmative action to reject a good or service or to cancel the agreement is  
3 interpreted by the seller or provider as acceptance or continuing acceptance of the  
4 offer or agreement.

5 I. "Person" means a natural person, organization, or other legal entity,  
6 including a corporation, partnership, proprietorship, association, cooperative, or  
7 any other group or combination acting as an entity.

8 J. "Preauthorized Electronic Fund Transfer" means an electronic fund  
9 transfer authorized in advance to recur at substantially regular intervals.

10 K. "Receiver" means the temporary receiver appointed in Section XV of  
11 this Order and any deputy receivers that shall be named by the temporary receiver.

12 L. "Receivership Entities" means Corporate Defendants as well as any  
13 other entity that has conducted any business related to Defendants' marketing and  
14 sale of dissolvable film strips and promotion of the Rengalife multilevel marketing  
15 program, including receipt of Assets derived from any activity that is the subject of  
16 the Complaint in this matter, and that the Receiver determines is controlled or  
17 owned by any Defendant.

18 M. "Receivership Property" means any Assets, wherever located, that are:  
19 (1) owned, controlled, or held by or for the benefit of the Receivership Entities,  
20 Jason Cardiff, or Eunjung Cardiff, in whole or in part; (2) in the actual or  
21 constructive possession of the Receivership Entities, Jason Cardiff, or Eunjung  
22 Cardiff; or (3) owned, controlled, or held by, or in the actual or constructive  
23 possession of, or otherwise held for the benefit of, any corporation, partnership,  
24 trust, or other entity directly or indirectly owned or controlled by the Receivership  
25 Entities, Jason Cardiff, or Eunjung Cardiff, including the Jurikel Family Trust, and  
26 Carols Place Trust.

## 27 ORDER

### 28 I. PROHIBITED BUSINESS ACTIVITIES



1           **IT IS THEREFORE ORDERED** that Defendants, Defendants' officers,  
2 agents, employees, and attorneys, and all other persons in active concert or  
3 participation with them, who receive actual notice of this Order by personal service  
4 or otherwise, whether acting directly or indirectly, in connection with the  
5 advertising, marketing, promoting, or offering for sale of any goods, services, or  
6 programs are temporarily restrained and enjoined from misrepresenting or assisting  
7 others in misrepresenting, expressly or by implication:

8           A. Any material fact about TBX-FREE, Eupepsia Thin, or Prolongz,  
9 including, but not limited to:

- 10           1. That TBX-FREE is an effective smoking cessation product;
- 11           2. That TBX-FREE is more effective than either nicotine patches  
12           or nicotine gum in enabling cigarette smokers to stop smoking;
- 13           3. That TBX-FREE enables many cigarette smokers to quit in  
14           seven to ten days;
- 15           4. That TBX-FREE has an 88% success rate, including among  
16           people who have smoked cigarettes for more than five years;
- 17           5. That smokers should not need to purchase more than one month  
18           of TBX-FREE;
- 19           6. That clinical studies have been conducted on TBX-FREE, and  
20           have shown that TBX-FREE is an effective smoking cessation  
21           product;
- 22           7. That TBX-FREE has been proven in clinical studies to be more  
23           effective than nicotine patches or nicotine gum in enabling  
24           smokers to stop smoking;
- 25           8. That clinical studies of TBX-FREE conducted on 10,600 people  
26           have shown that TBX-FREE has an "88% success rate";
- 27           9. That The New England Journal of Medicine ("NEJM"),  
28           Harvard Health Publications, and Johns Hopkins University

1 have published clinical studies proving that TBX-FREE is an  
2 effective smoking cessation product;

3 10. That NEJM's clinical studies showed that TBX-FREE is ten  
4 times more effective for smoking cessation than nicotine  
5 replacement therapy;

6 11. That Eupepsia Thin is an effective appetite suppressant and  
7 weight loss aid;

8 12. That Eupepsia Thin starts working in less than 20 seconds, and  
9 suppresses a user's appetite within minutes;

10 13. That Eupepsia Thin enables users to lose 10, 20, or even 100  
11 pounds without dieting, giving up their favorite foods, or  
12 increasing their exercise;

13 14. That Eupepsia Thin users can lose 15 pounds their first month  
14 without dieting or changing their food or lifestyle;

15 15. That Eupepsia Thin users can lose as much as 20 pounds in one  
16 month and as much as 50 pounds in three months;

17 16. That Eupepsia Thin is more effective at causing weight loss  
18 than conventional calorie reduction and meal plans;

19 17. That Eupepsia Thin enables consumers to avoid gaining back  
20 weight they lose, without any lifestyle changes.

21 18. That clinical studies have been conducted on EupepsiaThin and  
22 those studies show that it is an effective appetite suppressant  
23 and weight loss aid;

24 19. That Prolongz substantially increases ejaculation control and  
25 the duration of sex;

26 20. That Prolongz treats or prevents premature ejaculation;

27 21. That Prolongz is clinically proven to increase ejaculation  
28 control and the duration of sex for more than 97% of users;



22. That Eupepsia Thin is made in the United States;

23. That individuals appearing in advertising for Eupepsia Thin used that product successfully to lose weight; and

24. That consumers who are not satisfied with the product they purchased will get their money back;

B. Any material fact about any multi-level marketing plan, including, but not limited to, the income that participants in the plan are likely to earn; and

C. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

## **II. PROHIBITIONS AGAINST UNFAIR AND DECEPTIVE NEGATIVE OPTION MARKETING PRACTICES**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the sale of any good or service are temporarily restrained and enjoined from charging, causing to be charged, assisting others in charging, or attempting to charge any consumer in any sale of a good or service sold through a negative option without:

A. Clearly and conspicuously disclosing all material terms of the negative option features before obtaining the consumer's billing information;

B. Obtaining a consumer's express informed consent, written or similarly authorized, to the negative option features before making any charge; and

C. Providing a simple mechanism for a consumer to stop recurring charges from being placed on the consumer's credit card, debit card, or other financial account.

1 **III. PROHIBITIONS AGAINST UNAUTHORIZED CHARGES**

2 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
3 agents, employees, and attorneys, and all other persons in active concert or  
4 participation with any of them, who receive actual notice of this Order, whether  
5 acting directly or indirectly, are temporarily restrained and enjoined from charging,  
6 causing to be charged, assisting others in charging, or attempting to charge any  
7 consumer for any good or service without first obtaining the consumer's express  
8 informed consent, written or similarly authorized, to the charge.

9 **IV. PROHIBITIONS AGAINST DEBITING CONSUMERS' BANK**  
10 **ACCOUNTS WITHOUT AUTHORIZATION**

11 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
12 agents, employees, and attorneys, and all other persons in active concert or  
13 participation with any of them, who receive actual notice of this Order, whether  
14 acting directly or indirectly, in connection with the sale of any good or service, are  
15 temporarily restrained and enjoined from:

16 A. Failing to timely obtain written authorization signed or similarly  
17 authenticated by the consumer for any Preauthorized Electronic Fund Transfer  
18 from a consumer's account before initiating any Preauthorized Electronic Fund  
19 Transfer; and

20 B. Failing to provide to the consumer a copy of a valid written  
21 authorization signed or similarly authenticated by the consumer for any  
22 Preauthorized Electronic Fund Transfer from a consumer's account.

23  
24 **V. PROHIBITION OF PRERECORDED MARKETING CALLS**

25 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
26 agents, employees, and attorneys, and all other persons in active concert or  
27 participation with any of them, who receive actual notice of this Order, whether  
28 acting directly or indirectly, are hereby temporarily restrained and enjoined from



1 initiating or causing the initiation of outbound telephone calls delivering  
2 prerecorded messages to induce the sale of goods or services.

3 **VI. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

4 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
5 agents, employees, and attorneys, and all other persons in active concert or  
6 participation with any of them, who receive actual notice of this Order, whether  
7 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

8 A. Selling, renting, leasing, transferring, or otherwise disclosing, the  
9 name, address, birth date, telephone number, email address, credit card number,  
10 bank account number, Social Security number, or other financial or identifying  
11 information of any person that any Defendant obtained in connection with any  
12 activity that pertains to the subject matter of this Order; and

13 B. Benefitting from or using the name, address, birth date, telephone  
14 number, email address, credit card number, bank account number, Social Security  
15 number, or other financial or identifying information of any person that any  
16 Defendant obtained in connection with any activity that pertains to the subject  
17 matter of this Order.

18 Provided, however, that Defendants may disclose such identifying  
19 information to a law enforcement agency, to their attorneys as required for their  
20 defense, as required by any law, regulation, or court order, or in any filings,  
21 pleadings or discovery in this action in the manner required by the Federal Rules of  
22 Civil Procedure and by any protective order in the case.

23  
24 **VII. ASSET FREEZE**

25 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,  
26 employees, and attorneys, and all other persons in active concert or participation  
27 with any of them, who receive actual notice of this Order, whether acting directly  
28 or indirectly, are hereby temporarily restrained and enjoined from:

1           A. Transferring, liquidating, converting, encumbering, pledging, loaning,  
2 selling, concealing, dissipating, disbursing, assigning, relinquishing, spending,  
3 withdrawing, granting a lien or security interest or other interest in, or otherwise  
4 disposing of any Assets that are:

- 5               1. Owned or controlled, directly or indirectly, by any Defendant,  
6               including, but not limited to, those for which a Defendant is a  
7               signatory on the account;
- 8               2. Held, in part or in whole, for the benefit of any Defendant;
- 9               3. In the actual or constructive possession of any Defendant; or
- 10              4. Owned or controlled by, in the actual or constructive possession  
11              of, or otherwise held for the benefit of, any corporation,  
12              partnership, asset protection trust, or other entity that is directly  
13              or indirectly owned, managed or controlled by any Defendant.

14           B. Opening or causing to be opened any safe deposit boxes, commercial  
15 mail boxes, or storage facilities titled in the name of any Defendant or subject to  
16 access by any Defendant, except as necessary to comply with written requests from  
17 the Receiver acting pursuant to its authority under this Order;

18           C. Incurring charges or cash advances on any credit, debit, or ATM card  
19 issued in the name, individually or jointly, of any Corporate Defendant or any  
20 corporation, partnership, or other entity directly or indirectly owned, managed, or  
21 controlled by any Defendant, or of which any Defendant is an officer, director,  
22 member, or manager. This includes any corporate bankcard or corporate credit  
23 card account for which any Defendant is, or was on the date that this Order was  
24 signed, an authorized signer; or

25           D. Cashing any checks or depositing any money orders or cash received  
26 from consumers, clients, or customers of any Defendant;

27 The Assets affected by this Section shall include: (1) all Assets of Defendants as  
28 of the time this Order is entered; and (2) Assets obtained by Defendants after this



Order is entered if those Assets are derived from any activity that is the subject of the Complaint in this matter or that is prohibited by this Order; and (3) all Assets owned or controlled, directly or indirectly, by Jason Cardiff, Eunjung Cardiff, the Jurikel Family Trust, or Carols Place Trust. This Section does not prohibit any transfers to the Receiver or repatriation of foreign Assets specifically required by this Order.

#### **VIII. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

**IT IS FURTHER ORDERED** that any financial or brokerage institution, Electronic Data Host, credit card processor, payment processor, merchant bank, acquiring bank, independent sales organization, third party processor or vendor, payment gateway, insurance company, business entity, or person who receives actual notice of this Order (by service or otherwise) that:

- (a) has held, controlled, or maintained custody, through an account or otherwise, of any Document on behalf of any Defendant or any Asset that has been owned or controlled, directly or indirectly, by any Defendant; held, in part or in whole, for the benefit of any Defendant; in the actual or constructive possession of any Defendant; or owned or controlled by, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant;
- (b) has held, controlled, or maintained custody, through an account or otherwise, of any Document or Asset associated with credits, debits, or charges made on behalf of any Defendant, including reserve funds held by payment processors, credit card processors, merchant banks, acquiring banks, independent sales

1 organizations, third party processors or vendors, payment  
2 gateways, insurance companies, or other entities; or

3 (c) has extended credit to any Defendant, including through a credit  
4 card account, shall:

5 A. Hold, preserve, and retain within its control and prohibit the  
6 withdrawal, removal, alteration, assignment, transfer, pledge, encumbrance,  
7 disbursement, dissipation, relinquishment, conversion, sale, or other disposal of  
8 any such Document or Asset, as well as all Documents or other property related to  
9 such Assets, except by further order of this Court;

10 B. Deny any person, except the Receiver, access to any safe deposit box,  
11 commercial mail box, or storage facility that is titled in the name of any Defendant,  
12 either individually or jointly, or otherwise subject to access by any Defendant;

13 C. Provide Plaintiff's counsel and the Receiver, within three (3) days of  
14 receiving a copy of this Order, a sworn statement setting forth:

- 15 1. The identification number of each such account or Asset;
- 16 2. The balance of each such account, or a description of the nature  
17 and value of each such Asset as of the close of business on the  
18 day on which this Order is served, and, if the account or other  
19 Asset has been closed or removed, the date closed or removed,  
20 the total funds removed in order to close the account, and the  
21 name of the person or entity to whom such account or other  
22 Asset was remitted; and
- 23 3. The identification of any safe deposit box, commercial mail  
24 box, or storage facility that is either titled in the name,  
25 individually or jointly, of any Defendant, or is otherwise subject  
26 to access by any Defendant; and

27 D. Upon the request of Plaintiff's counsel or the Receiver, promptly  
28 provide Plaintiff's counsel and the Receiver with copies of all records or other



1 Documents pertaining to any account covered by this Section or Asset, including  
2 originals or copies of account applications, account statements, signature cards,  
3 checks, drafts, deposit tickets, transfers to and from the accounts, including wire  
4 transfers and wire transfer instructions, all other debit and credit instruments or  
5 slips, currency transaction reports, 1099 forms, and all logs and records pertaining  
6 to safe deposit boxes, commercial mail boxes, and storage facilities.

7 Provided, however, that this Section does not prohibit any transfers to the Receiver  
8 or repatriation of foreign Assets specifically required by this Order.

9 **IX. FINANCIAL DISCLOSURES**

10 **IT IS FURTHER ORDERED** that each Defendant, within five (5) days of  
11 service of this Order upon them, shall prepare and deliver to Plaintiff's counsel and  
12 the Receiver:

13 A. Completed financial statements on the forms attached to this Order as  
14 **Attachment A** (Financial Statement of Individual Defendant) for each Individual  
15 Defendant, and **Attachment B** (Financial Statement of Corporate Defendant) for  
16 each Corporate Defendant and for Carols Place Trust and the Jurikel Family Trust;  
17 and

18 B. Completed **Attachment C** (IRS Form 4506, Request for Copy of a  
19 Tax Return) for each Individual Defendant and Corporate Defendant.

20  
21  
22  
23 **X. FOREIGN ASSET REPATRIATION**

24 **IT IS FURTHER ORDERED** that within five (5) days following the  
25 service of this Order, Jason Cardiff, Eunjung Cardiff, Carols Place Trust, and each  
26 Corporate Defendant shall:

27 A. Provide Plaintiff's counsel and the Receiver with a full accounting,  
28 verified under oath and accurate as of the date of this Order, of all Assets,

1 Documents, and accounts outside of the United States that are: (1) titled in the  
2 name, individually or jointly, of any Defendant; (2) held by any person or entity  
3 for the benefit of any Defendant or for the benefit of, any corporation, partnership,  
4 asset protection trust, or other entity that is directly or indirectly owned, managed  
5 or controlled by any Defendant; or (3) under the direct or indirect control, whether  
6 jointly or singly, of any Defendant;

7 B. Take all steps necessary to provide the Receiver and Plaintiff's  
8 counsel access to all Documents and records that may be held by third parties  
9 located outside of the territorial United States of America, including signing the  
10 Consent to Release of Financial Records appended to this Order as **Attachment D**.

11 C. Transfer to the territory of the United States and deliver to the  
12 Receiver all Documents and Assets located in foreign countries that are: (1) titled  
13 in the name, individually or jointly, of any Defendant, or any trust or other entity  
14 for which any Defendant is a beneficiary or trustee; (2) held by any person or  
15 entity for the benefit of any Defendant or for the benefit of any corporation,  
16 partnership, asset protection trust, or other entity that is directly or indirectly  
17 owned, managed or controlled by any Defendant; or (3) under the direct or indirect  
18 control, whether jointly or singly, of any Defendant; and

19 D. The same business day as any repatriation, (1) notify the Receiver and  
20 Plaintiff's counsel of the name and location of the financial institution or other  
21 entity that is the recipient of such Documents or Assets; and (2) serve this Order on  
22 any such financial institution or other entity.

23 **XI. NON-INTERFERENCE WITH ASSET FREEZE AND**  
24 **REPATRIATION**

25 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
26 agents, employees, and attorneys, and all other persons in active concert or  
27 participation with any of them, who receive actual notice of this Order, whether  
28 acting directly or indirectly, are hereby temporarily restrained and enjoined from



1 taking any action, directly or indirectly, which may result in the encumbrance,  
2 transfer, relocation, or dissipation of domestic or foreign Assets, or in the  
3 hindrance of the repatriation required by this Order, including, but not limited to:

4 A. Sending any communication or engaging in any other act, directly or  
5 indirectly, that results in a determination by a foreign trustee or other entity that a  
6 “duress” event has occurred under the terms of a foreign trust agreement until such  
7 time that all Defendants’ Assets have been fully repatriated pursuant to this Order;  
8 or

9 B. Notifying any trustee, protector, or other agent of any foreign trust or  
10 other related entities of either the existence of this Order, or of the fact that  
11 repatriation is required pursuant to a court order, until such time that all  
12 Defendants’ Assets have been fully repatriated pursuant to this Order.

## 13 **XII. CONSUMER CREDIT REPORTS**

14 **IT IS FURTHER ORDERED** that Plaintiff may obtain credit reports  
15 concerning any Defendants pursuant to Section 604(a)(1) of the Fair Credit  
16 Reporting Act, 15 U.S.C. 1681b(a)(1), and that, upon written request, any credit  
17 reporting agency from which such reports are requested shall provide them to  
18 Plaintiff.

## 19 **XIII. PRESERVATION OF RECORDS**

20 **IT IS FURTHER ORDERED** that Defendants, Defendants’ officers,  
21 agents, employees, and attorneys, and all other persons in active concert or  
22 participation with any of them, who receive actual notice of this Order, whether  
23 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

24 A. Destroying, erasing, falsifying, writing over, mutilating, concealing,  
25 altering, transferring, or otherwise disposing of, in any manner, directly or  
26 indirectly, Documents that relate to: (1) the business, business practices, Assets, or  
27 business or personal finances of any Defendant; (2) the business practices or  
28 finances of entities directly or indirectly under the control of any Defendant; or (3)

1 the business practices or finances of entities directly or indirectly under common  
2 control with any other Defendant; and

3 B. Failing to create and maintain Documents that, in reasonable detail,  
4 accurately, fairly, and completely reflect Defendants' incomes, disbursements,  
5 transactions, and use of Defendants' Assets.

6 **XIV. REPORT OF NEW BUSINESS ACTIVITY**

7 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
8 agents, employees, and attorneys, and all other persons in active concert or  
9 participation with any of them, who receive actual notice of this Order, whether  
10 acting directly or indirectly, are hereby temporarily restrained and enjoined from  
11 creating, operating, or exercising any control over any business entity, whether  
12 newly formed or previously inactive, including any partnership, limited  
13 partnership, joint venture, sole proprietorship, or corporation, without first  
14 providing Plaintiff's counsel and the Receiver with a written statement disclosing:  
15 (1) the name of the business entity; (2) the address and telephone number of the  
16 business entity; (3) the names of the business entity's officers, directors, principals,  
17 managers, and employees; and (4) a detailed description of the business entity's  
18 intended activities.

19  
20  
21  
22 **XV. TEMPORARY RECEIVER**

23 **IT IS FURTHER ORDERED** that Robb Evans & Associates, LLC is  
24 appointed as temporary receiver of the Receivership Entities and of the assets of  
25 Jason Cardiff and Eunjung Cardiff that are:

- 26 1. Owned, controlled or held by or for the benefit of Jason Cardiff  
27 or Eunjung Cardiff, in whole or in part;  
28



2. In the actual or constructive possession of Jason Cardiff or Eunjung Cardiff; or
3. Owned, controlled or held by, or in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, trust, or other entity directly or indirectly owned or controlled by Jason Cardiff or Eunjung Cardiff;

with full powers of an equity receiver. The Receiver shall be solely the agent of this Court in acting as Receiver under this Order.

#### **XVI. DUTIES AND AUTHORITY OF RECEIVER**

**IT IS FURTHER ORDERED** that the Receiver is directed and authorized to accomplish the following:

A. Assume full control of the Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entity;

B. Take exclusive custody, control, and possession of all Assets and Documents of, or in the possession, custody, or under the control of, any Receivership Entity and all Assets of Jason Cardiff and Eunjung Cardiff covered by Part XV of this Order, wherever situated, except for real property used as the residence of Jason Cardiff and Eunjung Cardiff;

C. Take exclusive custody, control, and possession of all Documents or Assets associated with credits, debits, or charges made on behalf of any Receivership Entity, wherever situated, including reserve funds held by payment processors, credit card processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies, or other entities;

1 D. Conserve, hold, manage, and prevent the loss of all Receivership  
2 Property, and perform all acts necessary or advisable to preserve the value of those  
3 Assets. The Receiver shall assume control over the income and profits therefrom  
4 and all sums of money now or hereafter due or owing to the Receivership Entities.  
5 The Receiver shall have full power to sue for, collect, and receive, all Receivership  
6 Property and all Assets of other persons or entities whose interests are now under  
7 the direction, possession, custody, or control of, the Receivership Entities or of  
8 Jason Cardiff or Eunjung Cardiff. Provided, however, that the Receiver shall not  
9 attempt to collect any amount from a consumer if the Receiver believes the  
10 consumer's debt to the Receivership Entities has resulted from the deceptive acts  
11 or practices or other violations of law alleged in the Complaint in this matter,  
12 without prior Court approval;

13 E. Take exclusive custody, control, and possession of the following  
14 valuable articles in the possession, custody, or under the control of, Defendants  
15 Jason Cardiff, Eunjung Cardiff, or Carols Place Limited Partnership, wherever  
16 located:

- 17 1. Ladies 14K yellow gold and diamond ring. Insured for  
18 \$11,813.
- 19 2. Ladies diamond pendent setting 14 KT. Insured for \$23,730.
- 20 3. Ladies Diamond Stud Earrings. Insured for \$34,125.
- 21 4. Ladies Diamond Fancy Ring. Insured for \$31,763.
- 22 5. Mens Roadster SM WG/WG Paved Bezel. Insured for  
23 \$32,550.
- 24 6. Ladies handmade platinum diamond bracelet. Insured for  
25 \$46,725
- 26 7. Mens GTS 18KT white gold Daytona Rolex. Insured for  
27 \$42,000.



8. 5.08 ct round diamond I color S12 Clarity EGL platinum ring. Insured for \$102,076.
9. Mens Rolex Yacht-Master 18K gold watch. Insured for \$14,125.
10. Ladies Love Bra yellow gold 4 dia[] 17 cm. Insured for \$9,819.
11. Ladies yellow gold ring, Serial #UD0824. Insured for \$2,284.
12. Ladies fancy diamond bracelet. Insured for \$39,397.
13. Mens Rolex watch 18KT gold Pearlmaster. Insured for \$33,180.
14. Tiffany pearl bracelet. Insured for \$3,166.
15. Ladies emerald and diamond ring. Insured for \$24,856.
16. IWC Portofino moon phase watch. Insured for \$8,000.
17. Pre-owner Ladies stainless steel Patek Phili[ppe]. Insured for \$8,145.
18. Rolex Vintage Thund[er]. Insured for \$9,000.
19. Stuart Moore "Aronade" platinum diamond. Insured for \$12,650.
20. Peter Philippe annual calendar wristwatch. Insured for \$41,300.
21. 18K yellow gold Tiffany Diamond Bracelet. #B0164. Insured for \$7,600.
22. "Living Room" Artist Romero Britto. Insured for \$12,600.
23. Hermes Birkin bag, size 35 (Togo leather; in Sienna color). Insured for \$20,000.
24. Hermes Birkin bag, size 35 (Togo leather; Curry). Insured for \$20,000.
25. Ladies ring round center stone 8.5 cts, VS2 with diamonds. Insured for \$532,000.



1           26.   MenOCOs Patek Philippe gold calendar watch model 5035J.  
2                   Insured for \$28,500.

3   Defendants Jason Cardiff and Eunjung Cardiff shall deliver all of the foregoing  
4   articles to the Receiver at a place and time to be determined by the Receiver.

5           F.    Obtain, conserve, hold, manage, and prevent the loss of all Documents  
6   of the Receivership Entities, and perform all acts necessary or advisable to  
7   preserve such Documents. The Receiver shall: divert mail; preserve all  
8   Documents of the Receivership Entities that are accessible via electronic means  
9   (such as online access to financial accounts and access to electronic documents  
10   held onsite or by Electronic Data Hosts, by changing usernames, passwords or  
11   other log-in credentials; take possession of all electronic Documents of the  
12   Receivership Entities stored onsite or remotely; take whatever steps necessary to  
13   preserve all such Documents; and obtain the assistance of the FTC's Digital  
14   Forensic Unit for the purpose of obtaining electronic documents stored onsite or  
15   remotely.

16          G.    Choose, engage, and employ attorneys, accountants, appraisers, and  
17   other independent contractors and technical specialists, as the Receiver deems  
18   advisable or necessary in the performance of duties and responsibilities under the  
19   authority granted by this Order;

20          H.    Make payments and disbursements from the receivership estate that  
21   are necessary or advisable for carrying out the directions of, or exercising the  
22   authority granted by, this Order, and to incur, or authorize the making of, such  
23   agreements as may be necessary and advisable in discharging his or her duties as  
24   Receiver. The Receiver shall apply to the Court for prior approval of any payment  
25   of any debt or obligation incurred by the Receivership Entities prior to the date of  
26   entry of this Order, except payments that the Receiver deems necessary or  
27   advisable to secure Assets of the Receivership Entities, such as rental payments;  
28

1 I. Take all steps necessary to secure and take exclusive custody of each  
2 location from which the Receivership Entities operate their businesses. Such steps  
3 may include, but are not limited to, any of the following, as the Receiver deems  
4 necessary or advisable: (1) securing the location by changing the locks and alarm  
5 codes and disconnecting any Internet access or other means of access to the  
6 computers, servers, internal networks, or other records maintained at that location;  
7 and (2) requiring any persons present at the location to leave the premises, to  
8 provide the Receiver with proof of identification, and/or to demonstrate to the  
9 satisfaction of the Receiver that such persons are not removing from the premises  
10 Documents or Assets of the Receivership Entities, including, but not limited to,  
11 telephones, computers, and tablets paid for by the Receivership Entities. Law  
12 enforcement personnel, including, but not limited to, police or sheriffs, may assist  
13 the Receiver in implementing these provisions in order to keep the peace and  
14 maintain security. If requested by the Receiver, the United States Marshal will  
15 provide appropriate and necessary assistance to the Receiver to implement this  
16 Order and is authorized to use any necessary and reasonable force to do so;

17 J. Take all steps necessary to prevent the modification, destruction, or  
18 erasure of any web page or website registered to and operated, in whole or in part,  
19 by any Defendants, and to provide access to all such web page or websites to  
20 Plaintiff's representatives, agents, and assistants, as well as Defendants and their  
21 representatives;

22 K. Enter into and cancel contracts and purchase insurance as advisable or  
23 necessary;

24 L. Prevent the inequitable distribution of Assets and determine, adjust,  
25 and protect the interests of consumers who have transacted business with the  
26 Receivership Entities;  
27  
28



1 M. Make an accounting, as soon as practicable, of the Assets and  
2 financial condition of the receivership and file the accounting with the Court and  
3 deliver copies thereof to all parties;

4 N. Institute, compromise, adjust, appear in, intervene in, defend, dispose  
5 of, or otherwise become party to any legal action in state, federal or foreign courts  
6 or arbitration proceedings as the Receiver deems necessary and advisable to  
7 preserve or recover the Assets of the Receivership Entities, or to carry out the  
8 Receiver's mandate under this Order, including, but not limited to, actions  
9 challenging fraudulent or voidable transfers;

10 O. Issue subpoenas to obtain Documents and records pertaining to the  
11 Receivership, and conduct discovery in this action on behalf of the receivership  
12 estate, in addition to obtaining other discovery as set forth in this Order;

13 P. Open one or more bank accounts at designated depositories for funds  
14 of the Receivership Entities. The Receiver shall deposit all funds of the  
15 Receivership Entities in such designated accounts and shall make all payments and  
16 disbursements from the receivership estate from such accounts. The Receiver shall  
17 serve copies of monthly account statements on all parties;

18 Q. Maintain accurate records of all receipts and expenditures incurred as  
19 Receiver;

20 R. Allow Plaintiffs' representatives, agents, and assistants, as well as  
21 Defendants' representatives and Defendants themselves, reasonable access to the  
22 premises of the Receivership Entities, or any other premises where the  
23 Receivership Entities conduct business. The purpose of this access shall be to  
24 inspect and copy any and all books, records, Documents, accounts, and other  
25 property owned by, or in the possession of, the Receivership Entities or their  
26 agents. The Receiver shall have the discretion to determine the time, manner, and  
27 reasonable conditions of such access;



1 S. Allow Plaintiffs' representatives, agents, and assistants, as well as  
2 Defendants and their representatives reasonable access to all Documents in the  
3 possession, custody, or control of the Receivership Entities;

4 T. Cooperate with reasonable requests for information or assistance from  
5 any state or federal civil or criminal law enforcement agency;

6 U. Suspend business operations of the Receivership Entities if in the  
7 judgment of the Receiver such operations cannot be continued legally and  
8 profitably;

9 V. If the Receiver identifies a nonparty entity as a Receivership Entity,  
10 promptly notify the entity as well as the parties, and inform the entity that it can  
11 challenge the Receiver's determination by filing a motion with the Court.  
12 Provided, however, that the Receiver may delay providing such notice until the  
13 Receiver has established control of the nonparty entity and its assets and records, if  
14 the Receiver determines that notice to the entity or the parties before the Receiver  
15 establishes control over the entity may result in the destruction of records,  
16 dissipation of assets, or any other obstruction of the Receiver's control of the  
17 entity;

18 W. If in the Receiver's judgment the business operations cannot be  
19 continued legally and profitably, take all steps necessary to ensure that any of the  
20 Receivership Entities' web pages or websites relating to the activities alleged in the  
21 Complaint cannot be accessed by the public, or are modified for consumer  
22 education and/or informational purposes, and take all steps necessary to ensure that  
23 any telephone numbers associated with the Receivership Entities cannot be  
24 accessed by the public, or are answered solely to provide consumer education or  
25 information regarding the status of operations; and

26 X. Report to this Court on or before the date set for the hearing to Show  
27 Cause regarding the Preliminary Injunction or as otherwise directed by the Court,  
28 regarding: (1) the steps taken by the Receiver to implement the terms of the Order;



(2) the value of all assets and sum of all liabilities of the Receivership Entities; (3) the steps the Receiver intends to take in the future to protect receivership assets, recover receivership assets from third parties, and adjust receivership liabilities; (4) the Receiver's opinion on whether any portion of the business of any of the Receivership Entities can continue to operate legally and profitably; and (5) any other matters that the Receiver believes should be brought to the Court's attention.

## **XVII. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

**IT IS FURTHER ORDERED** that Defendants and any other person with possession, custody or control of (1) property of, or records relating to, the Receivership Entities or (2) the Assets of Jason Cardiff or Eunjung Cardiff or any trusts for which they are beneficiaries or trustees, shall, upon notice of this Order by personal service or otherwise, fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the Assets and Documents of the Receivership Entities and the Assets of Jason Cardiff or Eunjung Cardiff and immediately provide, transfer, or deliver to the Receiver possession, custody, and control of, the following:

A. All Assets held by or for the benefit of the Receivership Entities or of Jason Cardiff or Eunjung Cardiff, except for real property used as the residence of Jason Cardiff and Eunjung Cardiff;

B. All Documents or Assets associated with credits, debits, or charges made on behalf of any Receivership Entity, wherever situated, including reserve funds held by payment processors, credit card processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies, or other entities;

C. All Documents of or pertaining to the Receivership Entities or to the Assets of Jason Cardiff or Eunjung Cardiff;

D. All computers, electronic devices, mobile devices, and machines used to conduct the business of the Receivership Entities;



1 E. All Assets and Documents belonging to other persons or entities  
2 whose interests are under the direction, possession, custody, or control of the  
3 Receivership Entities; and

4 F. All keys, codes, user names, passwords, and all other means of  
5 authentication necessary to gain or to secure access to any Assets or Documents of  
6 or pertaining to the Receivership Entities, including access to their business  
7 premises, means of communication, mobile phones, accounts, computer systems  
8 (onsite and remote), Electronic Data Hosts, or other property.

9 In the event that any person or entity fails to deliver or transfer any Asset,  
10 Document, or otherwise fails to comply with any provision of this Section, the  
11 Receiver may file an Affidavit of Non-Compliance regarding the failure and a  
12 motion seeking compliance or a contempt citation.

13 **XVIII. PROVISION OF INFORMATION TO RECEIVER**

14 **IT IS FURTHER ORDERED** that Receivership Entities and Jason Cardiff  
15 and Eunjung Cardiff shall immediately provide to the Receiver:

16 A. A list of all Assets and accounts of the Receivership Entities that are  
17 held in any name other than the name of a Receivership Entity, or by any person or  
18 entity other than a Receivership Entity;

19 B. A list of all Assets and accounts of Jason Cardiff and Eunjung Cardiff  
20 that are held in any name other than their own names, or by any person or entity  
21 other than themselves;

22 C. A list of all agents, employees, officers, attorneys, servants and those  
23 persons in active concert and participation with the Receivership Entities, or who  
24 have been associated or done business with the Receivership Entities; and

25 D. A description of any documents covered by attorney-client privilege  
26 or attorney work product, including files where such documents are likely to be  
27 located, authors or recipients of such documents, and search terms likely to  
28 identify such electronic documents.



**XIX. COOPERATION WITH THE RECEIVER**

**IT IS FURTHER ORDERED** that Defendants, Receivership Entities, Defendants' or Receivership Entities' officers, agents, employees, and attorneys, all other persons in active concert or participation with any of them, and any other person with possession, custody, or control of:

1. Receivership Property or records relating to Receivership Property; or
2. Other records relating to the Receivership Entities;

who receive actual notice of this Order shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include, but is not limited to, providing information to the Receiver that the Receiver deems necessary to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any keys, codes, user names, passwords, and all other means required to access any computers, electronic devices, mobile devices, machines (onsite or remotely), and any cloud account (including specific method to access account) or electronic file in any medium; advising all persons who owe money to any Receivership Entity that all debts should be paid directly to the Receiver; and transferring funds at the Receiver's direction and producing records related to the Receivership Property and sales of the Receivership Entities.

**XX. NON-INTERFERENCE WITH THE RECEIVER**

**IT IS FURTHER ORDERED** that Defendants, Receivership Entities, Defendants' or Receivership Entities' officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, and any other person served with a copy of this Order, are hereby restrained and enjoined from directly or indirectly:

- A. Interfering with the Receiver's efforts to manage, or take custody, control, or possession of, the Assets or Documents subject to the receivership;
- B. Transacting any of the business of the Receivership Entities;

1 C. Transferring, receiving, altering, selling, encumbering, pledging,  
2 assigning, liquidating, or otherwise disposing of any Assets owned, controlled, or  
3 in the possession or custody of, or in which an interest is held or claimed by, the  
4 Receivership Entities, Jason Cardiff, or Eunjung Cardiff; or

5 D. Refusing to cooperate with the Receiver or the Receiver's duly  
6 authorized agents in the exercise of their duties or authority under any order of this  
7 Court.

8 **XXI. STAY OF ACTIONS**

9 **IT IS FURTHER ORDERED** that, except by leave of this Court, during  
10 the pendency of the receivership ordered herein, Defendants, Defendants' officers,  
11 agents, employees, attorneys, and all other persons in active concert or  
12 participation with any of them, who receive actual notice of this Order, and their  
13 corporations, subsidiaries, divisions, or affiliates, and all investors, creditors,  
14 stockholders, lessors, customers and other persons seeking to establish or enforce  
15 any claim, right, or interest against or on behalf of Defendants, and all others  
16 acting for or on behalf of such persons, are hereby enjoined from taking action that  
17 would interfere with the exclusive jurisdiction of this Court over the Assets or  
18 Documents of the Receivership Entities or over the assets of Jason Cardiff and  
19 Eunjung Cardiff, including, but not limited to:

20 A. Filing or assisting in the filing of a petition for relief under the  
21 Bankruptcy Code, 11 U.S.C. § 101 et seq., or of any similar insolvency proceeding  
22 on behalf of the Receivership Entities;

23 B. Commencing, prosecuting, or continuing a judicial, administrative, or  
24 other action or proceeding against the Receivership Entities, including the issuance  
25 or employment of process against the Receivership Entities, except that such  
26 actions may be commenced if necessary to toll any applicable statute of  
27 limitations;



1 C. Filing or enforcing any lien on any Asset of the Receivership Entities,  
2 taking or attempting to take possession, custody, or control of any Asset of the  
3 Receivership Entities, Jason Cardiff, or Eunjung Cardiff; or attempting to  
4 foreclose, forfeit, alter, or terminate any interest in any Asset of the Receivership  
5 Entities, Jason Cardiff, or Eunjung Cardiff, whether such acts are part of a judicial  
6 proceeding, are acts of self-help, or otherwise.

7 Provided, however, that this Order does not stay: (1) the commencement or  
8 continuation of a criminal action or proceeding; (2) the commencement or  
9 continuation of an action or proceeding by a governmental unit to enforce such  
10 governmental unit's police or regulatory power; or (3) the enforcement of a  
11 judgment, other than a money judgment, obtained in an action or proceeding by a  
12 governmental unit to enforce such governmental unit's police or regulatory power.

13 **XXII.COMPENSATION OF RECEIVER**

14 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by  
15 the Receiver as herein authorized, including counsel to the Receiver and  
16 accountants, are entitled to reasonable compensation for the performance of duties  
17 pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by  
18 them, from the Assets now held by, in the possession or control of, or which may  
19 be received by, the Receivership Entities, Jason Cardiff, or Eunjung Cardiff. The  
20 Receiver shall file with the Court and serve on the parties periodic requests for the  
21 payment of such reasonable compensation, with the first such request filed no more  
22 than sixty (60) days after the date of entry of this Order. The Receiver shall not  
23 increase the hourly rates used as the bases for such fee applications without prior  
24 approval of the Court.



1 **XXIII. RECEIVER'S BOND**

2 **IT IS FURTHER ORDERED** that the Receiver shall file with the Clerk of  
3 this Court a bond in the sum of \$15,000 with sureties to be approved by the Court,  
4 conditioned that the Receiver will well and truly perform the duties of the office  
5 and abide by and perform all acts the Court directs. 28 U.S.C. § 754.

6 **XXIV. IMMEDIATE ACCESS TO BUSINESS PREMISES AND RECORDS**

7 **IT IS FURTHER ORDERED** that:

8 A. In order to allow Plaintiff and the Receiver to preserve Assets and  
9 evidence relevant to this action and to expedite discovery, Plaintiff and the  
10 Receiver, and their representatives, agents, contractors, and assistants, shall have  
11 immediate access to the business premises and storage facilities, owned,  
12 controlled, or used by the Receivership Entities. Such locations include, but are  
13 not limited to: 820 North Mountain Ave., Suite 100, Upland, CA 91786; 870  
14 North Mountain Ave., Suites 115 and 118, Upland, CA 91786; any additional  
15 business locations if they are discovered during the immediate access, and any  
16 offsite location or commercial mailbox used by the Receivership Entities. The  
17 Receiver may exclude Defendants, Receivership Entities, and their employees  
18 from the business premises during the immediate access.

19 B. Plaintiff and the Receiver, and their representatives, agents,  
20 contractors, and assistants, are authorized to remove Documents from the  
21 Receivership Entities' premises in order that they may be inspected, inventoried,  
22 and copied. Plaintiff shall return any removed materials to the Receiver within  
23 five (5) business days of completing inventorying and copying, or such time as is  
24 agreed upon by Plaintiff and the Receiver;

25 C. Plaintiff's access to the Receivership Entities' documents pursuant to  
26 this Section shall not provide grounds for any Defendant to object to any  
27 subsequent request for documents served by Plaintiff.  
28



1 D. Plaintiff and the Receiver, and their representatives, agents,  
2 contractors, and assistants, are authorized to obtain the assistance of federal, state  
3 and local law enforcement officers as they deem necessary to effect service and to  
4 implement peacefully the provisions of this Order;

5 E. If any Documents, computers, or electronic storage devices containing  
6 information related to the business practices or finances of the Receivership  
7 Entities are at a location other than those listed herein, including personal  
8 residence(s) of any Defendant, then, immediately upon receiving notice of this  
9 order, Defendants and the Receivership Entities shall produce to the Receiver all  
10 such Documents, computers, and electronic storage devices, along with any codes  
11 or passwords needed for access. In order to prevent the destruction of computer  
12 data, upon service of this Order, any such computers or electronic storage devices  
13 shall be powered down in the normal course of the operating system used on such  
14 devices and shall not be powered up or used until produced for copying and  
15 inspection; and

16 F. If any communications or records of any Receivership Entity are  
17 stored with an Electronic Data Host, such Entity shall, immediately upon receiving  
18 notice of this order, provide the Receiver with the username, passwords, and any  
19 other login credential needed to access the communications and records, and shall  
20 not attempt to access, or cause a third party to attempt to access, the  
21 communications or records.

## 22 **XXV. DISTRIBUTION OF ORDER BY DEFENDANTS**

23 **IT IS FURTHER ORDERED** that Defendants shall immediately provide a  
24 copy of this Order to each affiliate, telemarketer, marketer, sales entity, successor,  
25 assign, member, officer, director, employee, agent, independent contractor, client,  
26 attorney, spouse, subsidiary, division, and representative of any Defendant, and  
27 shall, within ten (10) days from the date of entry of this Order, provide Plaintiff  
28 and the Receiver with a sworn statement that this provision of the Order has been



1 satisfied, which statement shall include the names, physical addresses, phone  
2 number, and email addresses of each such person or entity who received a copy of  
3 the Order. Furthermore, Defendants shall not take any action that would  
4 encourage officers, agents, members, directors, employees, salespersons,  
5 independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or  
6 other persons or entities in active concert or participation with them to disregard  
7 this Order or believe that they are not bound by its provisions.

8 **XXVI. EXPEDITED DISCOVERY**

9 **IT IS FURTHER ORDERED** that, notwithstanding the provisions of Fed.  
10 R. Civ. P. 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Fed. R. Civ. P. 30(a),  
11 34, and 45, Plaintiff and the Receiver are granted leave, at any time after service of  
12 this Order, to conduct limited expedited discovery for the purpose of discovering:  
13 (1) the nature, location, status, and extent of Defendants' Assets; or (2) compliance  
14 with this Order. The limited expedited discovery set forth in this Section shall  
15 proceed as follows:

16 A. Plaintiff and the Receiver may take the deposition of parties and non-  
17 parties. Forty-eight (48) hours notice shall be sufficient notice for such  
18 depositions. The limitations and conditions set forth in Rules 30(a)(2)(B) and  
19 31(a)(2)(B) of the Federal Rules of Civil Procedure regarding subsequent  
20 depositions of an individual shall not apply to depositions taken pursuant to this  
21 Section. Any such deposition taken pursuant to this Section shall not be counted  
22 towards the deposition limit set forth in Rules 30(a)(2)(A) and 31(a)(2)(A) and  
23 depositions may be taken by telephone or other remote electronic means.

24 B. Plaintiff and the Receiver may serve upon parties requests for  
25 production of Documents or inspection that require production or inspection within  
26 five (5) days of service, provided, however, that three (3) days of notice shall be  
27 deemed sufficient for the production of any such Documents that are maintained or  
28 stored only in an electronic format.



1 C. Plaintiff and the Receiver may serve upon parties interrogatories that  
2 require response within five (5) days after Plaintiff serves such interrogatories.

3 D. Plaintiff and the Receiver may serve subpoenas upon non-parties that  
4 direct production or inspection within five (5) days of service.

5 E. Service of discovery upon a party to this action, taken pursuant to this  
6 Section, shall be sufficient if made by facsimile, email, or by overnight delivery.

7 F. Any expedited discovery taken pursuant to this Section is in addition  
8 to, and is not subject to, the limits on discovery set forth in the Federal Rules of  
9 Civil Procedure and the Local Rules of this Court. The expedited discovery  
10 permitted by this Section does not require a meeting or conference of the parties,  
11 pursuant to Rules 26(d) & (f) of the Federal Rules of Civil Procedure.

12 G. The Parties are exempted from making initial disclosures under Fed.  
13 R. Civ. P. 26(a)(1) until further order of this Court.

14 **XXVII. SERVICE OF THIS ORDER**

15 **IT IS FURTHER ORDERED** that copies of this Order as well as  
16 Plaintiff's *Ex Parte* Application For (1) A Temporary Restraining Order And  
17 Order To Show Cause Why A Preliminary Injunction Should Not Issue And (2)  
18 Order Waiving Notice Requirement and all other pleadings, Documents, and  
19 exhibits filed contemporaneously with that Application (other than the complaint  
20 and summons), may be served by any means, including facsimile, electronic mail  
21 or other electronic messaging, personal or overnight delivery, U.S. Mail or FedEx,  
22 by agents and employees of Plaintiff, by any law enforcement agency, or by  
23 private process server, upon any Defendant or any person (including any financial  
24 institution) that may have possession, custody or control of any Asset or Document  
25 of any Defendant, or that may be subject to any provision of this Order pursuant to  
26 Rule 65(d)(2) of the Federal Rules of Civil Procedure. For purposes of this  
27 Section, service upon any branch, subsidiary, affiliate or office of any entity shall  
28 effect service upon the entire entity.

1 **XXVIII. CORRESPONDENCE AND SERVICE ON PLAINTIFF**

2 **IT IS FURTHER ORDERED** that, for the purpose of this Order, all  
3 correspondence and service of pleadings on Plaintiff shall be addressed to:

4 Elizabeth Sanger  
5 James A. Prunty  
6 Edwin Rodriguez  
7 Shira D. Modell  
8 Federal Trade Commission  
9 600 Pennsylvania Ave., NW  
10 Washington, DC 20580  
11 Tel: (202) 326-2757, -2438, -3147, -3116  
Fax: (202) 326-3259  
Email: esanger@ftc.gov; jprunty@ftc.gov; erodriguez@ftc.gov;  
smode@ftc.gov

12 **XXIX. PRELIMINARY INJUNCTION HEARING**

13 **IT IS FURTHER ORDERED** that, pursuant to Fed. R. Civ. P. 65(b),  
14 Defendants shall appear before this Court on the 23rd day of October, 2018, at  
15 2:00 p.m. to show cause, if there is any, why this Court should not enter a  
16 preliminary injunction, pending final ruling on the Complaint against Defendants,  
17 enjoining the violations of the law alleged in the Complaint, continuing the freeze  
18 of the Defendants' Assets, continuing the receivership, and imposing such  
19 additional relief as may be appropriate.

20 **XXX. BRIEFS AND AFFIDAVITS CONCERNING PRELIMINARY**  
21 **INJUNCTION**

22 **IT IS FURTHER ORDERED** that:

23 A. Defendants shall file with the Court and serve on Plaintiff's counsel  
24 any answering pleadings, affidavits, motions, expert reports or declarations, or  
25 legal memoranda no later than **four (4) days** prior to the order to show cause  
26 hearing scheduled pursuant to this Order. Plaintiff may file responsive or  
27 supplemental pleadings, materials, affidavits, or memoranda with the Court and  
28 serve the same on counsel for Defendants no later than **one (1) day** prior to the



1 order to show Cause hearing. Provided that such affidavits, pleadings, motions,  
2 expert reports, declarations, legal memoranda, or oppositions must be served by  
3 personal or overnight delivery, facsimile or email, and be received by the other  
4 party or parties no later than 5:00 p.m. Pacific Time on the appropriate dates set  
5 forth in this Section.

6 B. An evidentiary hearing on Plaintiff's request for a preliminary  
7 injunction is not necessary unless Defendants demonstrate that they have, and  
8 intend to introduce, evidence that raises a genuine and material factual issue. The  
9 question of whether this Court should enter a preliminary injunction shall be  
10 resolved on the pleadings, declarations, exhibits, and memoranda filed by, and oral  
11 argument of, the parties. Live testimony shall be heard only on further order of  
12 this Court. Any motion to permit such testimony shall be filed with the Court and  
13 served on counsel for the other parties at least five (5) days prior to the preliminary  
14 injunction hearing in this matter. Such motion shall set forth the name, address,  
15 and telephone number of each proposed witness, a detailed summary or affidavit  
16 revealing the substance of each proposed witness's expected testimony, and an  
17 explanation of why the taking of live testimony would be helpful to this Court.  
18 Any papers opposing a timely motion to present live testimony or to present live  
19 testimony in response to another party's timely motion to present live testimony  
20 shall be filed with this Court and served on the other parties at least three (3) days  
21 prior to the order to show cause hearing.

22 Provided, however, that service shall be performed by personal or overnight  
23 delivery, facsimile, or email, and Documents shall be delivered so that they shall  
24 be received by the other parties no later than 5:00 p.m. Pacific Time on the  
25 appropriate dates provided in this Section.  
26  
27  
28



1 **XXXI. DURATION OF THE ORDER**

2 **IT IS FURTHER ORDERED** that this Order shall expire fourteen (14)  
3 days from the date of entry noted below, unless within such time, the Order is  
4 extended for an additional period pursuant to Fed. R. Civ. P. 65(b)(2).

5 **XXXII. RETENTION OF JURISDICTION**

6 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of  
7 this matter for all purposes.

8 SO ORDERED, this 10th day of October, 2018 @ 3:00 p.m.

9 *S. James Otero*  
10

11 \_\_\_\_\_  
12 UNITED STATES DISTRICT JUDGE  
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# **EXHIBIT 11**

**CARDIFF MOTION**

**TO SUPPRESS**

## MEMO TO FILE

CASE NUMBER : 2994965-MF

ACTIVITY : Review of Storage Unit and Consent to Search Laptop

DATE : July 6, 2021

CONDUCTED BY : Christine Reins-Jarin, Postal Inspector, USPIS  
Gene Quon, Investigative Analyst, USPIS

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On July 6, 2021, Postal Inspector (PI) Christine Reins-Jarin and Investigative Analyst (IA) Gene Quon reviewed items and documents from Redwood Scientific Technologies (Redwood) stored by Robb Evans and Associates (REA), Receiver of Redwood and related entities, in unit 049 at Enterprise Self Storage, 10711 Vinedale St., Sun Valley, CA 91352.

PI Reins-Jarin spoke with Brick Kane (Kane), President, REA, on July 2, 2021 regarding the storage unit and its contents. Kane granted USPIS permission to access the unit and review its contents. Kane also gave verbal consent for USPIS to search a Redwood laptop previously in the possession of Danielle Cadiz Walker (Walker). Walker voluntarily turned the Lenovo laptop (S/N R90HN00N) over to PI Reins-Jarin on July 1, 2021 and signed USPIS form *Consent to Search Electronic Devices*.

On July 6, 2021, PI Reins-Jarin and IA Quon met with Kane at the REA office. Kane provided a copy of a photo of the storage unit (see attached). Kane also viewed the Lenovo laptop turned over by Walker and signed USPIS form *Consent to Search Electronic Devices*.

Accompanied by REA employee Manny Chen, PI Reins-Jarin and IA Quon reviewed the contents of boxes and items in storage unit 049.

The following highlights folder names, documents, and other contents. Some labeled folders were found not to have documents inside. USPIS did not view all documents, folders, and contents. Items that indicated possible privileged material were immediately returned to its folder and/or box.



**Left Side of Storage Unit (while facing the brick wall)**

Plastic tub on ground	-Prolongz research studies book -CDs, including ministry related; Mona Vie; Advanced Medical Institute; and People United for Christians binders (many pre-2014 documents)
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Frames on top of tub	-PTO framed "Be the Dragon" S/N 86-326 024 -books/pamphlets on Sumusent and Prolongz
----------------------	---

Bankers Boxes  
Stack 1 (from top to bottom)

Box 1 Redwood, Ste 100, Room J, Eunjung Cardiff	-folder labeled for Jason Cardiff's Ireland passport and citizenship -pre-2014 tax return information
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Box 2 Redwood, Ste 100, Room J, Eunjung Cardiff, Chief Marketing Officer Executive	-EKS&H independent audit reports -Nationwide 2016/2017 (box also contains pre-2014 documents)
---	---

Box 3 Redwood, Ste 100, Room H Jason Cardiff	-appears to contain majority pre-2014 docs
--	--

Box 4 Redwood, Ste 100, Room H Jason Cardiff	-vintage Playboy magazines -2015 HSBC statements -old KMG and RAP sheets
--	--

Box 5

Redwood, Ste 100, Room H,  
Jason Cardiff

- notice to pay rent from Mountain Grove Office Park
- Bisno and Mulvaney envelopes
- Massachusetts Medical filing paperwork
- Yellowstone Capital merchant agreement
- numerous notebooks with notes
- PUFC Donations-Vancouver checkbook pad

Stack 2 (top to bottom)

Brown box – Cigirex  
(not bankers box)

- appears to be pre-2014 Kelly Media Group and bank statements

Box 1

Redwood, Ste 100, Room B,  
Section 4 (Vault) Part 6 final

- Clover Strip products in boxes

Box 2

Redwood, Ste 100, Room F,  
Section 11B, 11C

- 2015 Citi records
- 2015 HSBC statements

Box 3

Redwood, Ste 100, Room D,  
Section 1A, 1B

- Citi statements American Nutra Partners
- 2016 Run Away Products Citi statements
- 2016 Cigirex Citi
- Wage Lock

Box 4

Redwood, Ste 100, Room D,  
Section 8B, 8C

- misc. docs folders
- GNC
- W-9 2016
- Dalian
- Public/Board docs
- SunTrust
- 2017 W2
- 2017 941s

Stack 3 (top to bottom)

Box 1

Redwood, Ste 100, Room B  
Section 4 (vault) partial 5 -Clover Strip product

Box 2

Redwood, Ste 100, Room B  
Section 4 (vault) partial 3 -Clover Strip product

Box 3

Redwood, Ste 100, Room D  
Section 1A  
-LegalZoom binders for Expo Supplements,  
Messengers for Christ World Healing  
Center, TV Sales  
-ANP and Nature's Future binders and docs  
-CBD file folder  
-Redwood files

Redwood, Ste 100, Room D  
Section 2C, 3B, 3C, 6A  
-Provaxaltonin booklet  
-employee files  
-PUFC files  
-GNC  
-Clover CC  
-notebooks

Box 5

Redwood, Ste 100, Room D  
Section 6A, 6B  
-office memos  
-bill logs  
-2017 payroll

Stack 4 (top to bottom)

Box 1

Redwood, Ste 100, Room B  
Section 4 (vault) partial 2 -Clover Strip product



Box 2 Redwood, Ste 100, Room D Section 8A	-misc files -employee files -taxpayer ID with copies/voided checks
Box 3 Redwood, Ste 100, Room D Section 1A	-Advanced Men's Institute, Cigirex, Top Hill Shop, Smoke Stop, Ax Distributors binders
Box 4 Redwood, Ste 100, Room D Section 1C, 1D, 2A, 2B	-RST Certified USPS letters -RAP, AMI, ANP checkbooks, binders -Wage Lock docs -RST investor presentation binders – Feb 2015
Box 5 Redwood, Ste 100, Room F Section 4B, 5	-investor binders -agreements – Walgreens, CVS, Target -Prolongz reseller -Five9 -Owl Enterprises bank account forms -BDirect -Triple Scoop
Stack 5 (top to bottom)	
Box 1 Redwood, Ste 100, Room B Section 4 (vault) partial 4	-Clover product
Box 2 Redwood, Ste 100, Room F Section 11A, 11B	-Citi statement binders (appears to be 2014 and after)
Box 3 Redwood, Ste 100, Room F Section 1, 2, 3, 4A	-merchant statements – TBX-Free, Exp Trans 1969 -merchant statements RAP Citi 7881 -Bank of the West -AMI UPS merchant statements

Box 4	-Citi statements
Redwood, Ste 100, Room F	-BancTek
Section 11D	-Humboldt merchant services

Box 5	
Redwood, Ste 100, Room D	-binders with investor information,
Section 3, 3A	such as copies of driver's licenses
	-AZ Corp. Comm.-Leverage Media
	(KMG related)
	-RST subscription agreement/investor letter
	-RAP binder
	-PayDay Workforce binder
	-PPM and other older docs

Stack 6 (top to bottom)

Box 1	
Redwood, Ste 100, Room B	-TV Sales checks
Section 1, 2, 3, 4 (vault) partial	-PUFC Donations-Vancouver checkbook
1, 5	binder
	-PUFC (Upland) docs, checks

Box 2	
Redwood, Ste 100, Room E	-2017 banks docs
Section 5C, 5D	-RST binder

Box 3	
Redwood, Ste 100, Room D	-RST private placement binders
Section 1B	-Citibank statements
	-LegalZoom- Am. Source Supply
	Direct Retail Supply Dist.

Box 4	
Redwood, Ste 100, Room D	-RST agreements folder
Section 3A, 6A	-investor questionnaire folder

Box 5	
Redwood, Ste 100, Room F	
Section 6, 7, 8, 9, 10, 11A	-2015 bank statements
	-1099K folder – 2015

Stack 7 (top to bottom)

Box 1 Redwood, Ste 100, Room B Section 7, 7A, 7B, 7C	-PUFC docs, donation info, mail room letters
Box 2 Redwood, Ste 100, Room F Section 11C	-PUFC Citi statements - 2012, 2014 -AMI 2014 binder -RAP 2015 binder
Box 3 Redwood, Ste 100, Room E Section 1A, 1B, 5A, 5B, 5C, 5D	-Canna. Oral Thin Film LLC -merchant services docs folder -PUFC statements -Redwood payroll -inventory log folder -chargeback folder
Box 4 Redwood, Ste 100, Room A, Section 5, 5A, 5B, 6, 7, 7A, 7B Room B, Section 1 and 2	-approx. 7 plastic bags with PUFC donation checks, money orders -Redwood catalog/binder

(4) white boxes on floor in front of brick wall stacks of boxes labeled as - Hard Drives, Ste 100, Room E, Drawer 1B

**Against Brick Wall**

Stacks from Right Side  
to Left Side

"Do Not Destroy Per Danielle 1/16"	-716 Valparaiso docs -insurance -escrow docs (most appear pre-2014)
------------------------------------	--



"RAP 2015"

- folder labeled "IRS" with "Edward Thomas Ministries" – 2012
- Carol's Secret Garden  
1525 W. 13<sup>th</sup> #G, Upland, CA 91786  
(909) 946-0333
- Citi 1368
- folder labeled – donations for Lights On
- HSBC and JPMC
- handyman and pest control

Third box  
(no label/writing)

- "Focus Your Faith" tabs
- PUFC projects – folders

Bottom box  
blue/white Staples  
box with RST mailing  
label

- RST payroll 2015, etc.
- possible audit documents request list
- cash disbursements ~2011-2016
- account transactions
- Canella

Stack 2

"Star Scientific vs. Cigirex  
LLC"

- binders 12-CV-7969 GW (Ex)

Second box  
red/white Office Depot  
box

- Prolongz consumer complaints
- AG cases – folder; letters
- Paul Lewis
- Cash Your Gold – folder
- wine license – folder
- Veterans Affairs (dated 2009)  
re: TriEmerald  
Attn: Ms. Judy Warren  
re: VA lender ID 902029-00-00
- Cash Your Gold
- some docs with/from Thaler Law

\*\*

Third box  
red/white Office Depot  
box

- Canella
- fixed asset info kiosk
- Citi 7471
- warehouse – customer refunds 2016
- employee files
- bank records

Stack 3

First box  
“RST 2016 A/P”

- financial docs
- folders - Code Clouds, Bentley, 4DQ
- employee files
- TV Sales – IRS 2016
- City of Ontario
- VoiceGenix

Second box  
red/white Office Depot  
box

- Wellnex vs. KMG
- Feed the Children – binders
- Fast Forward Media
- First Choice Media
- Cigirex
- (many/most appear to be pre-2014)

Third box  
red/white Office Depot  
box

- Jason Cardiff Bank of America settlements (\*\*possible info w/ Rhonda Jo Pearlman)
- DMS payroll 2010
- Hillard letter procedures
- PUFC 2014 payroll

Fourth box  
“RAP 2015” with  
(2)

- “Jasons Personals” labeled folder
- RAP 2013 taxes, bills
- TMobile; QBE Ins.
- Red Hill Country Club – labeled folder
- RAP July 2015 bills

Fifth box

"Bishop Alex Pastor  
Hillard New Light/Telecom  
Wellenex chargeback"

-Hillard / Bynum docs  
(appears most pre-2014)

Stack 4

First box

Staples box  
(no lid; red folders on top)

-Valparaiso escrow papers  
-Heckler vs. Cigirex  
-Cigirex; Wage Lock  
-BBB Folder with accreditation AML, with  
stickers  
\*\* -Thaler Law binder/folders

Second box

Staples box with  
"C6" post-it

-legal docs  
-Star Scientific vs. Cigirex  
-KMG Canada

Third box

"RAP & PUFC 2016"

-2016 poss. lawsuit paperwork  
-poss. employee docs (has direct deposit  
docs, copies of DL, applications ~2015)  
-folders labeled misc.

Fourth box

red/white Office Depot  
box with "C7" post-it

-binder/book – med./food/cosmetics  
-NJ Cigirex  
-KMG taxes (pre-2014)  
-settlement Beal and KMG  
-RAP EDD



Fifth box

Bottom box w/ stain on lid; red/white Office Depot box

- \*\* -Bisno/Mulvaney envelopes
- log-in info labeled folder
- Heckler vs. Cigirex
- GNC
- FDA/England
- TBX-Free draft label with notes
- Dalian - ingredients list
- terms and conditions – labeled folder
- customer service and chargebacks – labeled folder
- \*\* -TBX-Free info/UK with RJP edits
- USPTO labeled folder re: 2015 PUFC vs. PUFC
- InterMedia
- Cigirex lawsuit – summons
- \*\* -state bar re: RJP
- \*\* -RJP folders

Stack 5

First box

Staples box, no lid (sheets w/ clear protect.)

-sample letters 2015

Second box

Ripped, no lid  
"Cigirex 2015"

-Cigirex docs

Third box

Ripped Staples box  
"Shred"

-"Edward Thomas Ministries" red box binder

- 2014 PUFC
- employee files
- Cigirex binders
- Prolongz binders

Fourth box

Office Depot box (blue tabs; purple folders)

-Citi, BofA, AmEx - ~2015, 2016

Brown box on  
ground  
"C5" post-it

- AMI Media 2015
- “Trademark Abandonment” labeled  
folder re: Wage Lock
- terminated employees folders
- Cigirex related
- payroll 2015

**Second row from brick wall – computer row**

Brown box w/ red tape  
“Ste 115 Room A  
A1 Storage  
Loose Hard Drives”

“drives” written on box

White box  
“Redwood, Ste 100  
Laptops, iPads, Tablets”

**Right Side (when facing the brick wall)**

Second stack closest  
to brick wall

“Ste 100 Room C Storage”  
(on top of clear boxes)

-external drive

First stack closest to  
brick wall

Clear tub on top -2012/2013 RAP binders; Cigirex  
-AL copies for copyright 2014 PUFC

Clear tub 58Qt -Riley Aviation  
-pre-2014 docs  
-brown cardboard box inside with  
Redwood docs; merchant services; "Master  
Profit"  
-PUFC pre-2014

Clear tub -appears to be pre-2014 KMG, etc.

## Second Stack

Clear tub  
"Suite 118 Room B  
Section: 7A, 7B" -Clover related docs  
-reimbursement docs; Sandy Westergren  
-PUFC letters/campaigns  
-letter pay sheets  
-Customs and Border Protection sheets  
-Proforma invoices – labeled folder

Clear tub with blue lid -Cash Your Gold and Word Network binders

Large tub -appears to be ministry related binders



Right side, tubs closest to  
roll up door

Clear tub on left	-UPS receipts -employee docs -employee schedule -BBB letters -binder w/ note containing social media info/sites; training binder -merchant service docs
-------------------	---

Clear tub on right	-appears to be pre-2014 docs
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Second Row

Clear tub, top left	-RST parcels -TBX binders -Cannabis related docs
---------------------	--

Clear tub, top right	-ministry related docs
----------------------	------------------------

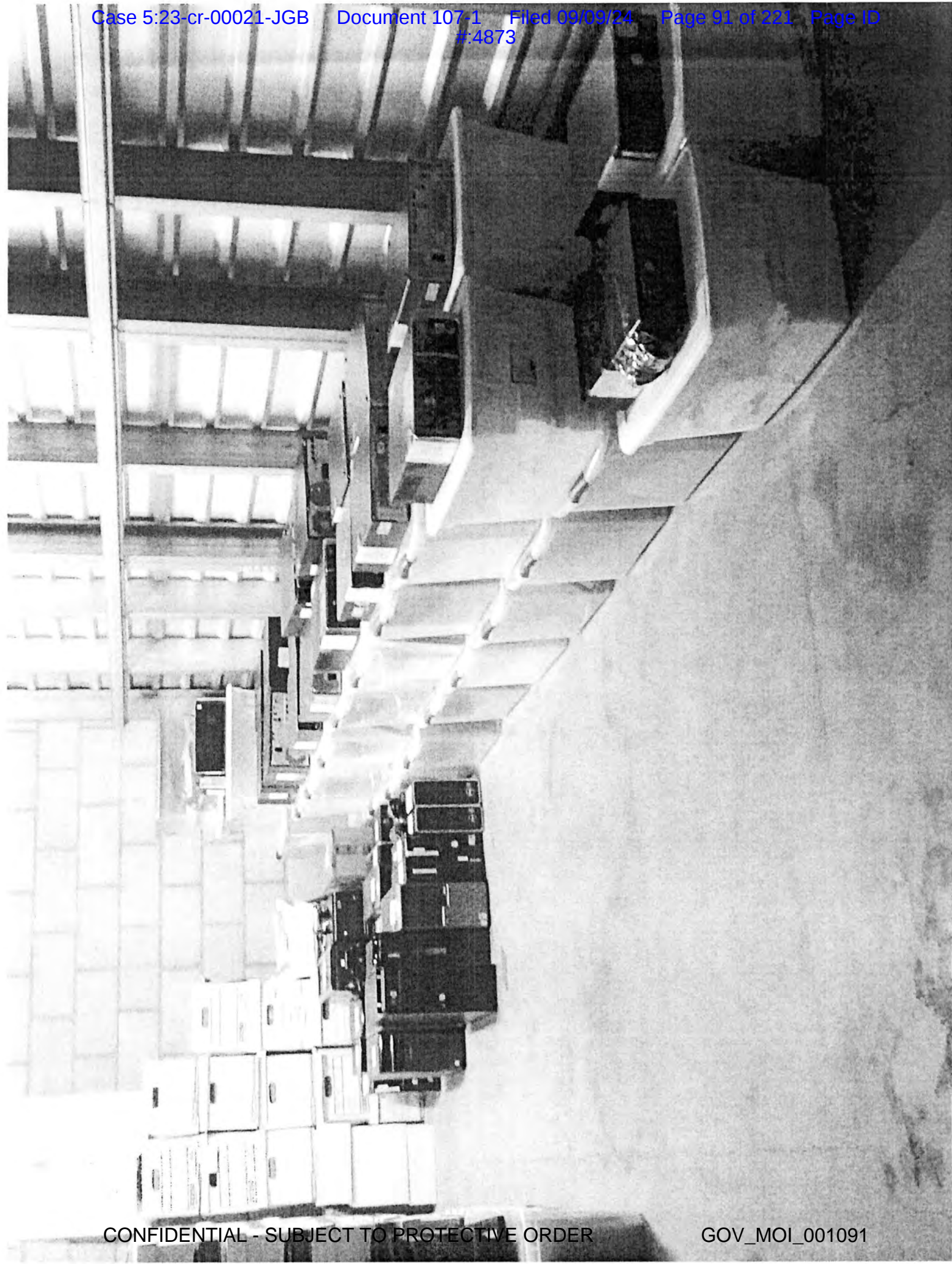
Clear tub, bottom	-appears to be pre-2014 ministry related Docs
-------------------	--

Christine Reins-Jarin  
U.S. Postal Inspector

July 7, 2021

---

Date



# **EXHIBIT 12**

**CARDIFF MOTION**

**TO SUPPRESS**



U.S. POSTAL INSPECTION SERVICE  
LOS ANGELES DIVISION

MEMO TO FILE

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RE: October 22, 2018

On Thursday, October 18, 2018, at approximately 4:42 p.m., Inspector Christine Reins-Jarin spoke with Brick Kane, President, Robb Evans and Associates (court appointed temporary receiver) by phone regarding returning to 870 N. Mountain Ave., Suite 118, as well as 820 N. Mountain Ave., Suite 100, Upland, CA, to review items located in the offices. Inspector Reins-Jarin confirmed with Mr. Kane that he would permit inspectors and Postal Inspection Service forensic computer analysts to enter the premises to inspect the locations, photocopy and/or photograph items, and image computers.

On Monday, October 22, 2018, Inspector Reins-Jarin, Inspector Julie Taing, and Forensic Computer Analysts Beau Stilger and Damon Barringer met with Jacklin Dadbin of Robb Evans and Associates at 870 N. Mountain Ave., Upland. Inspection Service personnel entered Suite 118 with Ms. Dadbin at approximately 9:30am.

Ms. Dadbin contacted others at Robb Evans to assist FCAs Stilger and Barringer in accessing two computers located in the main workroom of Suite 118 - one located at the work area near the window, to the left side of the work area (when facing the window); and one located at a desk in the middle of the work area against the wall where a "production schedule" whiteboard hangs, closest to the room with multiple plastic bins containing Redwood Scientific Technologies products. FCA Stilger access the desktop computer at the middle desk, a HP Pavilion with serial number CNV6360Y3T. FCA Stilger located what appeared to be a database hosted by "Little Green Light" for People United for Christians and informed Inspector Reins-Jarin that this service was not housed on the computer itself but on a cloud. Ms. Dadbin contacted Mr. Kane by phone at approximately 10:00am and put him on speaker. Inspector Reins-Jarin asked for permission for the analysts to extract data and reports from the People United for Christians database housed by the Little Green Light website. Mr. Kane granted permission. FCA Barringer was not able to turn on and access the computer by the window, a Dell Inspiron with serial number G2PD822. FCA Barringer imaged the computer without previewing its contents. FCAs provided Inspector

Reins-Jarin with an external drive containing reports from the HP Pavilion and the imaged contents of the Dell Inspiron.

Inspectors Taing and Reins-Jarin reviewed items in the office suite. Inspector Reins-Jarin took photos within the rooms and photos of a sampling of items within the rooms. Inspectors also photocopied the mailing labels of parcels found in one of the rooms as well as some mailpieces that contained addresses in California.

Ms. Dadbin remained with inspectors and FCAs during the process. Inspectors and Ms. Dadbin left the suite at approximately 12:45pm for a break and returned to the suite at approximately 1:50pm. Inspectors and Ms. Dadbin left Suite 118 at approximately 3:45pm.

Ms. Dadbin and inspectors went to 820 N. Mountain Ave., Suite 100, Upland, and entered at approximately 3:50pm. Inspectors reviewed items in the suite and Inspector Reins-Jarin took photos within the rooms and photos of a sampling of items within the rooms. Inspectors and Ms. Dadbin left the suite at approximately 4:37pm.

Christine Reins-Jarin  
Postal Inspector  
October 23, 2018

**EXHIBIT 13**  
**CARDIFF MOTION**  
**TO SUPPRESS**





U.S. Postal Inspection Service  
**CONSENT TO SEARCH – ELECTRONIC DEVICES AND  
 STORAGE MEDIA OR SERVICES**

Date:

JULY 6, 2021

I, BRICK KANE / ROBE EVANS  
AND ASSOCIATES, have been informed of and understand my constitutional rights not to have a search made of the below listed devices, without the requirement of a search warrant. I have also been informed of, and understand, my right to refuse to consent to the search. However, I hereby authorize law enforcement officers and/or their designees to conduct a complete search of:

	Device or Service Make/Type/Name	Serial Number/Telephone Number IMEI/ User Name	Password If swipe use graphic below
1	LENOVO LAPTOP	S/N R90HN0XN	UNKNOWN/TBD
2			
3			
4			



U.S. Postal Inspector(s) C. REINS: JARIN or their designees are authorized by me to take custody of and/or access the above described devices or services and to search for any electronic data or files which are contraband or evidence of Federal Criminal Violation  
mail fraud + wire fraud. I further authorize law enforcement officers or analysts to create a forensic image or copy of the device's contents. I understand that any contraband or evidence may be used against me in court of law or an administrative proceeding. I understand that I may withdraw my consent at any time.

V 2.16.2021

This written permission is being given by me to the above named persons freely and voluntarily without threats, promises, or coercion of any kind to have me consent to the search and/or sign this form. I realize that I may ask for and receive a receipt for all things taken.

Consenter: [Signature] 7/6/21 Witness: [Signature] 07/06/21  
Witness: [Signature] - POSTAL INSPECTION 7/6/21

V 2.16.2021

# **EXHIBIT 14**

**CARDIFF MOTION**

**TO SUPPRESS**



Message

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**From:** Williams, Joseph M. [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9D35F16BCC2440CAB7796592D936F2F3-WILLIAMS, J]  
**Sent:** 5/15/2020 4:54:28 PM  
**To:** Brick Kane [bkane@robbevans.com]  
**CC:** mfletcher@franzel.com; Sebastian, Manu J. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dac5d98a5406473388a0428728c99360-Sebastian,]; Jauregui, Eddie (USACAC) [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=12e143b994d44743b72e37ee8bc88047-Jauregui, E]; Gardner, Brianna M. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b593f29a1fa74a6c8081abbe8844f77-Gardner, Br]  
**Subject:** Redwood Scientific interviews and privilege waiver  
**Attachments:** Receiver Privilege Waiver.pdf; Receiver Privilege Waiver.docx

Brick,

Thanks very much for speaking with us a few weeks back regarding our investigation into Jason and Eunjung Cardiff and their various business entities. I connected briefly with Michael Fletcher to ensure that he was comfortable with us contacting you directly with a few brief requests, and he graciously provided his consent. I will keep him copied on our correspondence.

We would like to request a few things from the Receivership.

First, I have attached a draft waiver of the attorney client/work product privilege for the Receivership entities. Please let me know if you have any edits you would like to make, and feel free to use the Word version to return an edited copy for my review. Otherwise, please send me an executed copy as soon as you are able. Apologies for taking so long to send this to you—internal approvals took longer than expected.

Second, we discussed that you were willing to provide interview notes/summaries from any potential witnesses you interviewed in connection with the immediate access and the initiation of the Receivership. Could you please forward those along at your convenience?

Finally, we ask that you please continue to keep our involvement in this matter confidential. We continue our investigative efforts but, as you likely know, are extremely limited in what we are permitted to share about it at this time.

Thanks very much, and I'm happy to discuss any questions or issues you have.

Best,

Matt

J. Matt Williams  
Trial Attorney  
Consumer Protection Branch  
U.S. Department of Justice  
P.O. Box 386  
Washington, DC 20044  
Office: (202) 532-4521



**U.S. Department of Justice**  
Consumer Protection Branch

**J. Matt Williams**

Phone: 202-532-4521

Fax: 202-514-8742

**Overnight Delivery Address**

450 Fifth Street, NW, Sixth Floor South  
Washington, D.C. 20001

**Mailing Address**

P.O. Box 386  
Washington, D.C. 20044

May 15, 2020

VIA EMAIL

Mr. Brick Kane

President

Robb Evans & Associates LLC

bkane@robevans.com

Re: Redwood Scientific, et al., Privilege Waiver

Dear Mr. Kane:

You have advised me that the business entities currently subject to a Receivership ordered by the United States District Court for the Central District of California in Federal Trade Commission v. Redwood Scientific, Inc. et al., 5:18-cv-02104-SJO (C.D. Cal.), are willing to voluntarily cooperate with the United States Department of Justice's criminal investigation into potential violations of 18 U.S.C. §§ 1341 (mail fraud), 1343 (wire fraud), 1349 (conspiracy), 1503 & 1505 (obstruction of justice), and related offenses. The business entities encompassed within the Receivership ("the Receivership Entities") are:

1. Redwood Scientific Technologies, Inc. (California Corporation)
2. Redwood Scientific Technologies, Inc. (Nevada Corporation)
3. Redwood Scientific Technologies, Inc. (Delaware Corporation)
4. Identify, LLC (Wyoming limited liability company)
5. Advanced Men's Institute Prolongz, LLC (California limited liability company)
6. Run Away Products, LLC (New York limited liability company)
7. Carols Place Limited Partnership (Arizona limited liability partnership)
8. 1 through 7's subsidiaries, affiliates, successors, and assigns.

You have also advised me that you are President of Robb Evans & Associates LLC, the court-appointed Receiver ("the Receiver") over the Receivership Entities, and you agree that you have the authority to enter into this agreement on behalf of the Receiver and the Receivership Entities.

**AGREEMENT**

The Receiver hereby waives any and all attorney-client communications privilege and attorney work product protection held by the Receivership Entities in this investigation. The Receiver agrees that the United States Department of Justice and any law enforcement agencies working with the Department may interview prior employees, prior in-house legal counsel, and prior external legal counsel for the Receivership Entities, on any matters the Department deems

Further, the Receiver does not waive any applicable privilege that it holds related to documents or communications occurring between the Receiver and its current litigation counsel, Frandzel Robins Bloom & Csato, LC, or their successor(s).

The Receiver enters into this agreement voluntarily, without threat or coercion. The Receiver agrees it has had sufficient time to review this document and the ability to consult with its legal counsel.

Agreed to by:

---

J. Matt Williams  
Manu Sebastian  
Brianna Gardner  
Trial Attorneys  
U.S. Department of Justice  
Consumer Protection Branch

---

Brick Kane  
President  
Robb Evans & Associates LLC  
Receiver





**U.S. Department of Justice**  
Consumer Protection Branch

**J. Matt Williams**

Phone: 202-532-4521

Fax: 202-514-8742

**Overnight Delivery Address**

450 Fifth Street, NW, Sixth Floor South  
Washington, D.C. 20001

**Mailing Address**

P.O. Box 386  
Washington, D.C. 20044

[DATE \@ "MMMM d, yyyy"]

[ SEQ CHAPTER \h \r 1 ] VIA EMAIL

Mr. Brick Kane

President

Robb Evans & Associates LLC

bkane@robevans.com

Re: Redwood Scientific, et al., Privilege Waiver

Dear Mr. Kane:

You have advised me that the business entities currently subject to a Receivership ordered by the United States District Court for the Central District of California in Federal Trade Commission v. Redwood Scientific, Inc. et al., 5:18-cv-02104-SJO (C.D. Cal.), are willing to voluntarily cooperate with the United States Department of Justice's criminal investigation into potential violations of 18 U.S.C. §§ 1341 (mail fraud), 1343 (wire fraud), 1349 (conspiracy), 1503 & 1505 (obstruction of justice), and related offenses. The business entities encompassed within the Receivership ("the Receivership Entities") are:

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Agreed to by:

---

J. Matt Williams  
Manu Sebastian  
Brianna Gardner  
Trial Attorneys  
U.S. Department of Justice  
Consumer Protection Branch

---

Brick Kane  
President  
Robb Evans & Associates LLC  
Receiver

# **EXHIBIT 15**

**CARDIFF MOTION**

**TO SUPPRESS**



Message

**From:** Brick Kane [bkane@robbevans.com]  
**Sent:** 5/26/2020 3:20:43 PM  
**To:** Williams, Joseph M. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9d35f16bcc2440cab7796592d936f2f3-Williams, J]  
**CC:** mfletcher@frandzel.com; Sebastian, Manu J. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dac5d98a5406473388a0428728c99360-Sebastian,]; Jauregui, Eddie (USACAC) [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=12e143b994d44743b72e37ee8bc88047-Jauregui, E]; Gardner, Brianna M. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b593f29a1fa74a6c8081abbec8844f77-Gardner, Br]  
**Subject:** RE: Redwood Scientific interviews and privilege waiver  
**Attachments:** DOJ attorney client waiver.pdf; Employee Questionnaires.PDF; Employee Questionnaires - Sarah garcia.PDF

Matt,

Sorry about the delay. Please see the attached.

Regards,  
Brick

Brick Kane  
President  
Robb Evans & Associates LLC  
11450 Sheldon St.  
Sun Valley, CA 91352  
(818) 683-1061  
[www.robbevans.com](http://www.robbevans.com)

---

**From:** Williams, Joseph M. <Joseph.M.Williams@usdoj.gov>  
**Sent:** Friday, May 15, 2020 9:54 AM  
**To:** Brick Kane <bkane@robbevans.com>  
**Cc:** mfletcher@frandzel.com; Sebastian, Manu J. <Manu.J.Sebastian@usdoj.gov>; Jauregui, Eddie (USACAC) <Eddie.Jauregui@usdoj.gov>; Gardner, Brianna M. <Brianna.M.Gardner@usdoj.gov>  
**Subject:** Redwood Scientific interviews and privilege waiver

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Finally, we ask that you please continue to keep our involvement in this matter confidential. We continue our investigative efforts but, as you likely know, are extremely limited in what we are permitted to share about it at this time.

Thanks very much, and I'm happy to discuss any questions or issues you have.

Best,

Matt

J. Matt Williams  
Trial Attorney  
Consumer Protection Branch  
U.S. Department of Justice  
P.O. Box 386  
Washington, DC 20044  
Office: (202) 532-4521



**U.S. Department of Justice  
Consumer Protection Branch**

**J. Matt Williams**

Phone: 202-532-4521

Fax: 202-514-8742

**Overnight Delivery Address**

450 Fifth Street, NW, Sixth Floor South  
Washington, D.C. 20001

**Mailing Address**

P.O. Box 386  
Washington, D.C. 20044

May 15, 2020

VIA EMAIL

Mr. Brick Kane

President

Robb Evans & Associates LLC

bkane@robevans.com

Re: Redwood Scientific, et al., Privilege Waiver

Dear Mr. Kane:

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2. Redwood Scientific Technologies, Inc. (Nevada Corporation)
3. Redwood Scientific Technologies, Inc. (Delaware Corporation)
4. Identify, LLC (Wyoming limited liability company)
5. Advanced Men's Institute Prolongz, LLC (California limited liability company)
6. Run Away Products, LLC (New York limited liability company)
7. Carols Place Limited Partnership (Arizona limited liability partnership)
8. 1 through 7's subsidiaries, affiliates, successors, and assigns.

You have also advised me that you are President of Robb Evans & Associates LLC, the court-appointed Receiver ("the Receiver") over the Receivership Entities, and you agree that you have the authority to enter into this agreement on behalf of the Receiver and the Receivership Entities.

**AGREEMENT**

The Receiver hereby waives any and all attorney-client communications privilege and attorney work product protection held by the Receivership Entities in this investigation. The Receiver agrees that the United States Department of Justice and any law enforcement agencies working with the Department may interview prior employees, prior in-house legal counsel, and prior external legal counsel for the Receivership Entities, on any matters the Department deems



relevant to its ongoing criminal investigation.

Further, the Receiver does not waive any applicable privilege that it holds related to documents or communications occurring between the Receiver and its current litigation counsel, Frandzel Robins Bloom & Csato, LC, or their successor(s).

The Receiver enters into this agreement voluntarily, without threat or coercion. The Receiver agrees it has had sufficient time to review this document and the ability to consult with its legal counsel.

Agreed to by:

---

J. Matt Williams  
Manu Sebastian  
Brianna Gardner  
Trial Attorneys  
U.S. Department of Justice  
Consumer Protection Branch



---

Brick Kane  
President  
Robb Evans & Associates LLC  
Receiver

EMPLOYEE QUESTIONNAIRE (Please Print Legibly)

Full Name: Justin Daines  
Alias or Phone Name: [REDACTED]  
Home Address: [REDACTED]  
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]  
Home Phone: [REDACTED] Cell Phone: [REDACTED]  
Date of Birth: [REDACTED]  
Driver's License State and No. [REDACTED] Social Security # [REDACTED]  
Name of Company you work for: Redwood Scientific  
Date started with company Oct 16<sup>th</sup> 2016  
Job Title and Description: Warehouse Worker / Sales

Describe your daily job duties:

Ship orders that come in / go to stores to try to sell our product

Supervisor's Name/Title Julie Green

Do you use scripts? Yes / ☒ No Who gives you scripts? [REDACTED]

Do you change the scripts Yes / ☒ No If yes, how: [REDACTED]

Are you an ☒ Employee or Independent Contractor? (Circle One) W2 salary

How often are you paid? 2 weeks How much are you paid: \$ 1200-1600 Hour / Week / Month BI Comm + mileage

When were you last paid? Oct 1<sup>st</sup> Outstanding Compensation Owed 0 2 weeks

Do you have keys to the office? Yes / ☒ No Do you have other keys? Describe: Yes

Do you have the Alarm code? Yes / ☒ No Please provide: [REDACTED]

Do you sign on any company accounts: Bank/Name/Account ☒ No [REDACTED]

Do you use any personal accounts for the business: Bank/Name/Account No. [REDACTED]

File Server/Cloud Login and Password: [REDACTED]

Computer Login and Password: RSTAdmin Admin

E-mail Address: JustinD@RedwoodScientific.co E-Mail Password: Q1Emence72

Software / File Name: [REDACTED]

Password: [REDACTED]

External Access to system: Yes / ☒ No Access Method [REDACTED]

Employee's Signature

Date

10/11/16

Additional Notes on Back

3.18

Wallhome was 115  
moved to 118  
computer there

60425 inserts  
sales + ships - insert

sleep and - melatonin  
new 100k wana performance

leads → on line diy jeep

keys to This office - 119 & 115 118  
5k ↓ 5k  
↳ money

sales calls on Thues

used to have phone room in living room  
not 1gr + / -

cust serv in other bldg

Gus - other bldg

Heather - Doesn't work here so make 6 mo

Diana Mendez - by + 2 weeks ago.

~~Sandy Does~~



Justin - Admin login

(909) 342-~~1247~~ 17

RSTadmin1 password.

www Google chrome

ADMIN appears

EMPLOYEE QUESTIONNAIRE

(Please Print Legibly)

Full Name: [REDACTED]  
Alias or Phone Name: [REDACTED]  
Home Address: [REDACTED]  
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]  
Home Phone: [REDACTED] Cell Phone: [REDACTED]  
Date of Birth: [REDACTED]  
Driver's License State and No. [REDACTED] Social Security [REDACTED]  
Name of Company you work for: People United for Christians Inc.  
Date started with company 3 years +/-  
Job Title and Description: Data Entry Computer

Describe your daily job duties:

Data Entry on Computer / Folding papers / inserting letters

Supervisor's Name/Title Julie  
Do you use scripts? Yes ☒ No Who gives you scripts? \_\_\_\_\_  
Do you change the scripts Yes / No If yes, how: \_\_\_\_\_  
Are you an ☒ Employee or Independent Contractor? (Circle One)  
How often are you paid? 2 weeks How much are you paid: \$ 10.50 hr. ☒ Hour / Week / Month  
When were you last paid? 10/1st/18 Outstanding Compensation Owed \_\_\_\_\_  
Do you have keys to the office? ☒ Yes / No Do you have other keys? Describe: \_\_\_\_\_  
Do you have the Alarm code? Yes ☒ No Please provide: \_\_\_\_\_  
Do you sign on any company accounts: Bank/Name/Account ☒ No  
Do you use any personal accounts for the business: Bank/Name/Account ☒ No  
File Server/Cloud Login and Password: NO  
Computer Login and Password: 112233 computer log on  
E-mail Address: Karen@officexec.com E-Mail Password: kaykay101  
Software / File Name: gmail  
Password: \_\_\_\_\_  
External Access to system: Yes ☒ No Access Method \_\_\_\_\_  
[Signature] Employee's Signature 10/12/18 Date

Additional Notes on Back

3.18

The children  
lunch.

Savannah →  
Heather (Leop)

~~Then just to~~

Julie Green is  
took Danielle's job.

no 2017 W-Z

Little Green light . com

Data Entry Software

login

LGL . com

login -

E-mail Karen @ office

EXLCS . com

(office x)

Pass KKA101

KAY KAY 101

same password both programs.

no phone in office

search for name

lower L hand corner has a code

MS -

Some remove from mail list.



[Computer Input]

## EMPLOYEE QUESTIONNAIRE

(Please Print Legibly)

Full Name: [REDACTED]

Alias or Phone Name: [REDACTED]

Home Address: [REDACTED]

State: [REDACTED] Zip: [REDACTED]

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Date of Birth: [REDACTED]

Driver's License State and No. [REDACTED] Social Security # [REDACTED]

Name of Company you work for: People United for Christians Inc.Date started with company Sep 2017Job Title and Description: production, stuffing envelopes

Describe your daily job duties:

stuffing envelopes, folding letters, cutting cloth.Supervisor's Name/Title SandyDo you use scripts? Yes ☒ No Who gives you scripts? \_\_\_\_\_Do you change the scripts Yes ☒ No If yes, how: \_\_\_\_\_Are you an Employee or ☒ Independent Contractor? (Circle One) on call.How often are you paid? Weekly How much are you paid: \$ 10.50 ☒ Hour Week / MonthWhen were you last paid? 10-12 Outstanding Compensation Owed \_\_\_\_\_Do you have keys to the office? Yes ☒ No Do you have other keys? Describe: \_\_\_\_\_Do you have the Alarm code? Yes ☒ No Please provide: \_\_\_\_\_Do you sign on any company accounts: Bank/Name/Account ☒ NoDo you use any personal accounts for the business: Bank/Name/Account ☒ No

File Server/Cloud Login and Password: \_\_\_\_\_

Computer Login and Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ E-Mail Password: \_\_\_\_\_

Software / File Name: Little Green Light

Password: \_\_\_\_\_

External Access to system: Yes ☒ No Access Method \_\_\_\_\_[Signature] 10-12-18

Employee's Signature

Date

Additional Notes on Back

3.18

Production -

Stacks of letters

Assembly markers - clarity and  
Didn't receive any EOY emp #

little Greenlight  
Database

Donations

input using a # on outside of env.  
represent \$ donated

Go online using Karen's login  
yest guest

History + open

Google, History, Greenlight

Sign in

redwoodscientific2018@gmail.com

password 7SDupla@nd!

search for names.

never creat a name

click on name fill in \$2

Chose Campaign

Don't  
know why

EMPLOYEE QUESTIONNAIRE

(Please Print Legibly)

Full Name: [REDACTED]

Alias or Phone Name: [REDACTED]

Home Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Date of Birth: 8/06/1973 [REDACTED]

Driver's License State and No. [REDACTED] Social Security # [REDACTED]

Name of Company you work for: People United for Christmas Inc.

Date started with company 20hrs - beg 8-9-12 mo. [Christmas]

Job Title and Description: production stuffing envelope.  
[cut the cheese cloth]

Describe your daily job duties:  
folding paper.

Supervisor's Name/Title Sandy Westergaard

Do you use scripts? Yes / ☒ No Who gives you scripts?

Do you change the scripts Yes / ☒ No If yes, how:

Are you an Employee or ☒ Independent Contractor? (Circle One) 1099

How often are you paid? weekly How much are you paid: \$ 10.50 Hour/ Week / Month

When were you last paid? 10-12 Outstanding Compensation Owed

Do you have keys to the office? Yes / ☒ No Do you have other keys? Describe: NO

Do you have the Alarm code? Yes / ☒ No Please provide:

Do you sign on any company accounts: Bank/Name/Account No NO

Do you use any personal accounts for the business: Bank/Name/Account No. N/A

File Server/Cloud Login and Password: NO

Computer Login and Password: NO

E-mail Address: bautistalilias@yahoo.com E-Mail Password:

Software / File Name: N/A  
Password: N/A

External Access to system: Yes / ☒ No Access Method

Liliane Bautista  
Employee's Signature Date 10/12/18

Additional Notes on Back

3.18



*Does not use computer*

EMPLOYEE QUESTIONNAIRE (Please Print Legibly)

Full Name: [REDACTED]  
Alias or Phone Name: [REDACTED]  
Home Address: [REDACTED]  
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]  
Home Phone: [REDACTED] Cell Phone: [REDACTED]  
Date of Birth: [REDACTED]  
Driver's License State and No. [REDACTED] Social Security # [REDACTED]  
Name of Company you work for: People United For Christians Inc.

Date started with company 10/2017  
Job Title and Description: Production Manager - coordinate regular mailings including layout/design, schedule production, supervise/oversee production  
Describe your daily job duties:

Supervisor's Name/Title Jason Cardiff  
Do you use scripts? Yes / ☒ No Who gives you scripts? \_\_\_\_\_  
Do you change the scripts Yes / No If yes, how: n/a  
Are you an ☒ Employee or Independent Contractor? (Circle One)  
How often are you paid? bi-monthly How much are you paid: \$ 26 ☒ Hour / Week / Month  
When were you last paid? 10/01/18 Outstanding Compensation Owed \_\_\_\_\_  
Do you have keys to the office? Yes / No Do you have other keys? Describe: no  
Do you have the Alarm code? Yes / ☒ No Please provide: Office door Door Code 9368  
Do you sign on any company accounts: Bank/Name/Account No no  
Do you use any personal accounts for the business: Bank/Name/Account No. no  
File Server/Cloud Login and Password: \_\_\_\_\_  
Computer Login and Password: cynthia 112233  
E-mail Address: Sandy@officexecs.com E-Mail Password: nomoreVM17!  
Software / File Name: none anel Sandy@rststrips.com  
Password: \_\_\_\_\_  
External Access to system: Yes / ☒ No Access Method \_\_\_\_\_  
[Signature]  
Employee's Signature Date 10/12/18

Additional Notes on Back

3.18

PREPARED BY		PAGE NO.
DATE		
PROJECT ACTION NOTES	<div><i>Sandy</i></div> <div>PROJECT PLANNING NOTES</div> <div>1</div> <div>2 <i>was w-2</i></div> <div>3 <i>per.</i></div> <div>4</div> <div>5 <i>Daniel Cadiz assistant</i></div> <div>6 <i>1<sup>st</sup> 4 mo</i></div> <div>7 <i>Then moved to be</i></div> <div>8 <i>Product Mgr for marketing</i></div> <div>9 <i>Art work</i></div> <div>10 <i>send to punder &amp; approve prog</i></div> <div>11 <del>com</del></div> <div>12 <i>now working on shroud of Susan</i></div> <div>13 <i>Campaigns</i></div> <div>14 <i>solicit for church donations</i></div> <div>15 <i>Virtual church.</i></div> <div>16 <i>memor to people who do not</i></div> <div>17 <i>attend a church.</i></div> <div>18 <i>Jason Cardiff is master</i></div> <div>19 <i>Profit</i></div> <div>20 <i>New Porsche.</i></div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div> <div>26</div> <div>27</div> <div>28</div>	

generate  
create



PREPARED BY

DATE

PAGE  
NO.

## PROJECT ACTION NOTES

## PROJECT PLANNING NOTES

29 Oct - EO4 2017

30

31

\$253 → 1500 reinfo.

32

They don't pay Bills

33

34

Danielle - Dir of Operations

35

hired sandy

36

37

Lawn left in July  
upset when pushed a WZ none

38

39

Redwood gave WZ

40

41

August  
Karen E-mailed Mrs C re WZ

42

Oct 1

43

44

yest she demanded Euph

45

g gasm

46

got ugly

47

he told her grand.

48

Ecks she got in Nov + Dec were

49

hand calls by Daniel.

50

51

Danielle consults

52

Redwood may be

53

54

55

56



PREPARED BY

DATE

PAGE  
NO.

PROJECT ACTION NOTES

PROJECT PLANNING NOTES

1 look at \$ g Spreadsheet  
2 for investors, presentation  
3 (screen shot)  
4

5 Julie is suppose to handle W2  
6 everything was ever reported  
7 or submitted  
8 you can not report  
9 if we report in amend return  
10 assets & eBay stores  
11

12 never pd bills from last 1/4 2017  
13

14 Her observations -

15 used to have a salesroom  
16 all gone except for 3 Spring  
17 Danielle told her 2018  
18 Jason will HHA so he doesn't need  
19 sales people  
20

21 There  
22 3/18 - 5/18 - 2 sales people left  
23

24 in Spring Aug, 2018  
25 Medical Marijuana

26 CBD - medicinal

27 Mfg in the Me Card office

28 all emp need to get their relation  
to cold call  
Private labeling

asked  
MBC

2  
DO not  
say



PREPARED BY

DATE

PAGE  
NO.

PROJECT ACTION NOTES

PROJECT PLANNING NOTES

29 Christian lends people to  
30 redwood to package  
31 CBD strips  
32  
33

(packages)

34 Karen + Sandy Psychocty  
35 Subs - Marc Cruz + Lillanne  
36 "Warehouse" → Redwood  
37 "Letterbox" → People United  
38 all under by church.  
39

40 She has Cynthia's old computer  
41  
42 uses E-Mail to Mail <sup>Gmail.com</sup>  
43  
44 sandy@Office & Co. com  
password

45 ang when at Daniele  
46 sandy@1ststrips.com  
47 ang does on (letters)  
48 she has to go to

49 Q Mail . com  
50 sandy@1ststrips.com  
51 pa  
52 Recovery ph is her cell.  
53

54  
55 The "ponies"  
56



EMPLOYEE QUESTIONNAIRE

(Please Print Legibly)

Full Name: [REDACTED]  
Alias or Phone Name: [REDACTED]  
Home [REDACTED]  
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]  
Home Phone: [REDACTED] Cell Phone: [REDACTED]  
Date of Birth: [REDACTED]  
Driver's License State and No. [REDACTED] Social Security # [REDACTED]  
Name of Company you work for: Redwood Scientific Technologies  
Date started with company July 2018  
Job Title and Description: Customer Service

Describe your daily job duties:

answer phones, assist with orders

Supervisor's Name/Title

Julie Green

Do you use scripts? ☒ Yes ☐ No

Who gives you scripts? management

Do you change the scripts ☒ Yes ☐ No

If yes, how: retype

Are you an ☒ Employee or ☐ Independent Contractor? (Circle One)

How often are you paid? 1st & 15th How much are you paid: \$ 2500 Hour / Week ☒ Month

When were you last paid? Oct. 1 Outstanding Compensation Owed \_\_\_\_\_

Do you have keys to the office? Yes ☒ No ☐ Do you have other keys?

Describe: \_\_\_\_\_

Do you have the Alarm code? ☒ Yes ☐ No Please provide: \_\_\_\_\_

File Server/Cloud Login and Password: N/A

Computer Login and Password: N/A

E-mail Address: \_\_\_\_\_ E-Mail Password: \_\_\_\_\_

Software / File Name: \_\_\_\_\_

Password: \_\_\_\_\_

External Access to system: Yes / No

Access Method \_\_\_\_\_

Employee's Signature

Date

Additional Notes on Back

10.16

# **EXHIBIT 16**

## **CARDIFF MOTION TO SUPPRESS**

Message

---

**From:** Brick Kane [bkane@robbevans.com]  
**Sent:** 6/23/2020 4:31:01 PM  
**To:** Williams, Joseph M. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9d35f16bcc2440cab7796592d936f2f3-Williams, J]  
**CC:** Sebastian, Manu J. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dac5d98a5406473388a0428728c99360-Sebastian,]; Gardner, Brianna M. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b593f29a1fa74a6c8081abbab8844f77-Gardner, Br]; mfletcher@frandzel.com  
**Subject:** RE: Redwood CRM Data Consent  
**Attachments:** RS Stored Communications Act Consent.pdf

Matt,

Please see attached.

Brick

rick Kane  
President  
Robb Evans & Associates LLC  
11450 Sheldon St.  
Sun Valley, CA 91352  
(818) 683-1061  
[www.robbevans.com](http://www.robbevans.com)

---

**From:** Williams, Joseph M. <Joseph.M.Williams@usdoj.gov>  
**Sent:** Tuesday, June 23, 2020 7:31 AM  
**To:** Brick Kane <bkane@robbevans.com>  
**Cc:** Sebastian, Manu J. <Manu.J.Sebastian@usdoj.gov>; Gardner, Brianna M. <Brianna.M.Gardner@usdoj.gov>; mfletcher@frandzel.com  
**Subject:** RE: Redwood CRM Data Consent

Brick,

Thanks very much for your quick response. If you could sign the attached consent form related to any Receivership Entity third-party stored data, it would help us to not have to come to you every time we discover that a company is claiming that the Stored Communications Act applies to relevant information. Thanks again, and happy to discuss if you have any questions.

Best,

Matt

---

**From:** Brick Kane <[bkane@robbevans.com](mailto:bkane@robbevans.com)>  
**Sent:** Monday, June 22, 2020 6:02 PM  
**To:** Williams, Joseph M. <[joswilli@CIV.USDOJ.GOV](mailto:joswilli@CIV.USDOJ.GOV)>  
**Cc:** Sebastian, Manu J. <[msebasti@CIV.USDOJ.GOV](mailto:msebasti@CIV.USDOJ.GOV)>; Gardner, Brianna M. <[brgardne@CIV.USDOJ.GOV](mailto:brgardne@CIV.USDOJ.GOV)>;



[mfletcher@frandzel.com](mailto:mfletcher@frandzel.com)

**Subject:** RE: Redwood CRM Data Consent

Matt,

You have the Receiver's consent, on behalf of the Receivership entities, to obtain any Redwood third-party CRM data.

Regards,  
Brick

Brick Kane  
President  
Robb Evans & Associates LLC  
11450 Sheldon St.  
Sun Valley, CA 91352  
(818) 683-1061  
[www.robbevans.com](http://www.robbevans.com)

---

**From:** Williams, Joseph M. <[Joseph.M.Williams@usdoj.gov](mailto:Joseph.M.Williams@usdoj.gov)>  
**Sent:** Monday, June 22, 2020 2:43 PM  
**To:** Brick Kane <[bkane@robbevans.com](mailto:bkane@robbevans.com)>  
**Cc:** Sebastian, Manu J. <[Manu.J.Sebastian@usdoj.gov](mailto:Manu.J.Sebastian@usdoj.gov)>; Gardner, Brianna M. <[Brianna.M.Gardner@usdoj.gov](mailto:Brianna.M.Gardner@usdoj.gov)>;  
[mfletcher@frandzel.com](mailto:mfletcher@frandzel.com)  
**Subject:** Redwood CRM Data Consent

Good afternoon Brick,

We are continuing our investigation and wanted to ask for a quick consent from the Redwood Receivership. We intend to go directly to Limelight, Konnektive, and any other Redwood CRM vendors we discover in order to obtain Redwood's CRM data directly. We think cutting you out as the middle man makes sense and saves both of us time. However, if you prefer that we send the Receivership the subpoena and/or warrant, and that the Receivership then produce the relevant CRM data to us, that is fine as well. Under some interpretations of the Stored Communications Act, third-party CRM vendors like Limelight could be "remote computing services," so the Receivership's consent on this issue (under 18 U.S.C. 2702(b)(3) & (c)(2)) would save DOJ from jumping through a number of hoops.

In any event, if we could quickly obtain your consent on behalf of the Receivership entities to obtain any Redwood third-party CRM data, we would appreciate it.

Thanks very much for your assistance, and I'm happy to discuss at your convenience if needed.

Best,

Matt

J. Matt Williams  
Trial Attorney  
Consumer Protection Branch  
U.S. Department of Justice  
P.O. Box 386  
Washington, DC 20044  
Office: (202) 532-4521





**U.S. Department of Justice  
Consumer Protection Branch**

**J. Matt Williams**

Phone: 202-532-4521

Fax: 202-514-8742

**Overnight Delivery Address**

450 Fifth Street, NW, Sixth Floor South  
Washington, D.C. 20001

**Mailing Address**

P.O. Box 386  
Washington, D.C. 20044

June 23, 2020

VIA EMAIL

Mr. Brick Kane

President

Robb Evans & Associates LLC

bkane@robevans.com

Re: Redwood Scientific, et al., Stored Communications Act Consent

Dear Mr. Kane:

You have advised me that the business entities currently subject to a Receivership ordered by the United States District Court for the Central District of California in Federal Trade Commission v. Redwood Scientific, Inc. et al., 5:18-cv-02104-SJO (C.D. Cal.), are willing to continue voluntarily cooperating with the United States Department of Justice's criminal investigation into potential violations of 18 U.S.C. §§ 1341 (mail fraud), 1343 (wire fraud), 1349 (conspiracy), 1503 & 1505 (obstruction of justice), and related offenses. The business entities encompassed within the Receivership ("the Receivership Entities") are:

1. Redwood Scientific Technologies, Inc. (California Corporation)
2. Redwood Scientific Technologies, Inc. (Nevada Corporation)
3. Redwood Scientific Technologies, Inc. (Delaware Corporation)
4. Identify, LLC (Wyoming limited liability company)
5. Advanced Men's Institute Prolongz, LLC (California limited liability company)
6. Run Away Products, LLC (New York limited liability company)
7. Carols Place Limited Partnership (Arizona limited liability partnership)
8. 1 through 7's subsidiaries, affiliates, successors, and assigns.

You have also advised me that you are President of Robb Evans & Associates LLC, the court-appointed Receiver ("the Receiver") over the Receivership Entities, and you agree that you have the authority to enter into this agreement on behalf of the Receiver and the Receivership Entities.

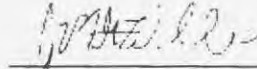
**AGREEMENT**

The Receiver, on behalf of the Receivership Entities, hereby consents to disclosing to the United States Department of Justice all (1) wire or electronic communications, and all (2) records or other information, stored by any remote computing service or electronic communications service. See 18 U.S.C. §§ 2701-13. (continued on page 2)



The Receiver enters into this agreement voluntarily, without threat or coercion. The Receiver agrees it has had sufficient time to review this document and the ability to consult with its legal counsel.

Agreed to by:



J. Matt Williams  
Manu Sebastian  
Brianna Gardner  
Trial Attorneys  
U.S. Department of Justice  
Consumer Protection Branch



Brick Kane  
President  
Robb Evans & Associates LLC  
Receiver

# **EXHIBIT 17**

**CARDIFF MOTION  
TO SUPPRESS**

**DECLARATION OF BRICK KANE**

I, Brick Kane, declare as follows:

1. I am the President & Chief Operating Officer of Robb Evans & Associates LLC ("REA"), initially the Temporary Receiver and subsequently the Receiver in this matter. I have personal knowledge of the matters set forth in this declaration and, if I were called upon to testify as to those matters, I could and would competently testify thereto based upon my personal knowledge.

2. I am one of the individuals with REA that has primary responsibility for the day-to-day supervision and management of the receivership estate in this case since REA first began to act as the Temporary Receiver on October 10, 2018, pursuant to its *Ex Parte* Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue ("Temporary Restraining Order").

3. On October 24, 2018, the Court entered its Preliminary Injunction with Asset Freeze, Receiver, and Other Equitable Relief Against Redwood Scientific Technologies, Inc. (CA), etc. Appointment of a Receiver, and Other Equitable Relief, whereby the Court ordered that Robb Evans & Associates LLC shall continue to serve as the Receiver of the Receivership Entities with full powers of an equity receiver. [Doc. No. 46.]

4. On October 24, 2018, the Court entered its Order Extending Temporary Restraining Order and Granting Continuance of Preliminary Injunction Hearing for Defendant Danielle Cadiz. [Doc. No. 47.]

5. On October 24, 2018, the Court entered its Order Extending Temporary Restraining Order and Granting Continuance of Preliminary Injunction Hearing for Defendants Jason Cardiff and Eunjung Cardiff and Ordering them to Return Assets. [Doc. No. 48.]

6. On November 7, 2018, the Court entered its Stipulated Preliminary



FRANZEL ROBINS BLOOM & CSATO, L.C.  
1000 WILSHIRE BOULEVARD, NINETEENTH FLOOR  
LOS ANGELES, CALIFORNIA 90017-2427  
(323) 852-1000

1 Injunction as to Defendant Danielle Cadiz, whereby the Court ordered that Robb  
2 Evans & Associates LLC shall continue to serve as the Receiver of the Receivership  
3 Entities with full powers of an equity receiver [Doc. No. 55.]

4 7. On November 8, 2018, the Court entered its Preliminary Injunction  
5 with Asset Freeze, Receiver, and Other Equitable Relief Against Jason Cardiff and  
6 Eunjung Cardiff (“Preliminary Injunction”), whereby the Court ordered that Robb  
7 Evans & Associates LLC shall continue to serve as the Receiver of the Receivership  
8 Entities and of the Assets of Defendants Jason Cardiff and Eunjung Cardiff, as more  
9 particularized therein, with full powers of an equity receiver. [Doc. No. 59.]

10 8. The activities undertaken by the Receiver’s members and staff from  
11 October 10, 2018 through October 31, 2018, are specified Report of Activities for  
12 the period from October 10, 2018 through October 31, 2018 (“First Report of  
13 Activities”). [Doc. No. 52; *see also* Doc. 53 Notice of Errata – whereby a readable  
14 copy of page 9 of the First Report of Activities was filed.] The activities described  
15 in First Report of Activities (a true and correct copy of which is attached hereto as  
16 Exhibit 1 (without Exhibits)), generally have continued through the First Reporting  
17 Period (October 10, 2018 through November 30, 2018) in the context of the  
18 Receiver’s efforts to identify, obtain, safeguard and preserve assets of the  
19 receivership estate and otherwise to perform its duties and responsibilities under the  
20 authority granted by the Temporary Restraining Order and Preliminary Injunction.

21 9. During the First Reporting Period (October 10, 2018, through  
22 November 30, 2018), the fees and costs of the Receiver’s members, accountants,  
23 staff, and support staff totaled \$122,206.83, consisting of \$117,562.20 in fees and  
24 \$4,644.63 in costs. The legal fees and costs of the Receiver’s counsel, Frandzel  
25 Robins Bloom & Csato, L.C. (“FRBC”), which the Receiver hired pursuant to the  
26 authority given to the Receiver in the Court’s Temporary Restraining Order at §  
27 XVI.G., and the Preliminary Injunction at § XVI.G., totaled \$66,267.45, consisting  
28 of \$55,909.00 in fees and \$10,358.45 in costs. Accordingly, the total of receivership



FRANZEL ROBINS BLOOM & CSATO, L.C.  
1000 WILSHIRE BOULEVARD, NINETEENTH FLOOR  
LOS ANGELES, CALIFORNIA 90017-2427  
(323) 852-1000

1 fees and expenses incurred during the First Reporting Period which the Receiver  
2 seeks an order authorizing payment is \$188,474.28.

3 10. The Receiver's fees and costs for which approval is requested are  
4 identified in the summary which the Receiver's office has prepared and titled as  
5 "Receivership Administrative Expense Report by Month and Fund Balance From  
6 Inception (October 10, 2018) to November 30, 2018," a true and correct copy of  
7 which I attach hereto as Exhibit 2. The fees are further detailed Exhibit 3 hereto.  
8 Specifically, Exhibit 3 is comprised of monthly billing summaries reflecting the  
9 services rendered and time spent by REA's members, accountants, staff, and support  
10 staff (with the work descriptions redacted where appropriate to preserve information  
11 protected from disclosure by the attorney-client privilege or otherwise to protect the  
12 Receiver and the receivership estate from inappropriate disclosures).

13 11. I am familiar with the methods and procedures used to create, record,  
14 and maintain the Receiver's billing records. The billing records attached hereto as  
15 Exhibit 3 are prepared from computerized time records prepared contemporaneously  
16 with the services rendered by each professional billing time to this matter. These  
17 computerized records are prepared in the ordinary course of business by the  
18 Receiver's professionals who have a business duty to accurately record their time  
19 spent and services rendered on the matters on which they perform work. The time  
20 records are transferred into a computerized billing program which generates  
21 monthly invoices. In my experience, the Receiver's methods and procedures for  
22 recording and accounting for time and services have proven to be reliable and  
23 accurate.

24 12. During the First Reporting Period, FRBC performed certain work for  
25 the Receiver. That work is summarized in the accompanying Declaration of Craig  
26 A. Welin, and Exhibits 4 and 5 thereto.

27 13. I believe that in light of the work performed during the First Reporting  
28 Period, the fees and costs of the Receiver and FRBC are reasonable and should be

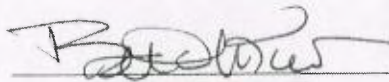
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1 approved and authorized for payment in their entirety.

2 14. In connection with the Application, the Receiver will comply with the  
3 notice requirements of Local Rule 66-7(f) concerning applications for approval of a  
4 receiver's administrative fees and expenses by serving a copy of the Notice of  
5 Application and Application, the supporting Memorandum of Points and  
6 Authorities, and the declarations and all exhibits on the parties to this action, and by  
7 serving a copy of the Notice of Application and Application and the supporting  
8 Memorandum of Points and Authorities. In addition, the Receiver will provide an  
9 entire copy of the Application, including the declarations, to anyone who requests a  
10 copy of the Application in writing directed to Robb Evans & Associates LLC, 11450  
11 Sheldon Street, Sun Valley, California 91352-1121. The Receiver also will post a  
12 copy of the entire Application and supporting declarations on the Receiver's website  
13 for this case at [https://www.robbevans.com/find-a-case/redwood-scientific-](https://www.robbevans.com/find-a-case/redwood-scientific-technologies-inc-et-al/)  
14 [technologies-inc-et-al/](https://www.robbevans.com/find-a-case/redwood-scientific-technologies-inc-et-al/).

15 15. Accordingly, the Receiver has complied with Local Rule 66-7  
16 regarding notice to creditors of the Application.

17 I declare under penalty of perjury under the laws of the United States of  
18 America that the foregoing is true and correct and that this declaration was executed  
19 on January 7, 2019, at Sun Valley, California.

20  
21   
22 BRICK KANE  
23  
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**DECLARATION OF CRAIG A. WELIN**

1  
2 1. I am an attorney at law duly admitted to practice before the courts of  
3 the State of California, the federal courts of the State of California, including the  
4 United States District Court for the Central District of California, and the Ninth  
5 Circuit Court of Appeals, and am a shareholder of Frandzel Robins Bloom & Csato,  
6 L.C. ("FRBC"), attorneys for the Receiver in this matter, Robb Evans & Associates  
7 LLC.

8 2. I am one of the attorneys primarily responsible for the representation of  
9 the Receiver in this case in addition to Michael Gerard Fletcher, who also is a  
10 shareholder of FRBC.

11 3. During the period of the October 10, 2018 through November 30, 2018  
12 ("First Reporting Period"), FRBC's fees totaled \$66,267.45 consisting of  
13 \$55,909.00 in fees and \$10,358.45 in costs.

14 4. I attach hereto as Exhibit 4 a table that summarizes the hours worked  
15 by each attorney and paralegal from October 10, 2018, through November 30, 2018  
16 ("First Reporting Period"), and their respective hourly billing rates.

17 5. I attach hereto as Exhibit 5 the billing records for FRBC reflecting the  
18 services rendered, time spent and costs incurred by FRBC pertaining to this matter  
19 during the First Reporting Period, with the work descriptions have redacted where  
20 appropriate to preserve information protected from disclosure by the attorney-client  
21 privilege and/or attorney work product doctrine or otherwise protect the Receiver  
22 and the receivership estate from inappropriate disclosures. These billing summaries  
23 are organized in the following manner: (a) by the following ABA Uniform Task-  
24 Based Management System Bankruptcy Code Tasks (which are most applicable to  
25 billings conducted in a federal receivership matter) – Case Administration, Asset  
26 Analysis and Recovery, Meetings of and Communications with Creditors, and  
27 Employee Benefits/Pensions; and (b) by each attorney and paralegal under each of  
28 the referenced task codes. In addition, at the end of all timekeeper entries under

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1 each task code is a table that includes the hours worked by each attorney and  
2 paralegal.

3 6. I am familiar with the methods and procedures used to create, record  
4 and maintain billing records for FRBC's clients. The billing records attached hereto  
5 as Exhibit 5 are prepared from computerized time records prepared  
6 contemporaneously with the services rendered by each attorney and paralegal billing  
7 time to this matter. These computerized records are prepared in the ordinary course  
8 of business by the attorneys and paralegals employed by FRBC who have a business  
9 duty to accurately record their time spent and services rendered on the matters on  
10 which they perform work. The time records are transferred into a computerized  
11 billing program which generates monthly invoices under the supervision of the  
12 firm's accounting department. Based upon my experience with FRBC, I believe the  
13 firm's methods and procedures for recording and accounting for time and services  
14 for its clients is reliable and accurate.

15 7. While the legal services rendered by FRBC during the First Reporting  
16 Period, either at the direction of the Receiver or responsible attorneys with this firm,  
17 are contained in the specific work entries in Exhibit 5, such services included,  
18 without limitation, (a) analyzing Plaintiff's Complaint and application for the  
19 appointment of receiver, and Court's various receivership orders, (b) assisting the  
20 Receiver in the preparation of the Receiver's Affidavit of Non-Compliance for  
21 Temporary Restraining Order (filed on October 23, 2018); (c) attending hearings  
22 before the Court on the Court's Order to Show Cause re Appointment of a Receiver,  
23 (d) analyzing legal issues surrounding potential assets and assets of the receivership  
24 estate, including analysis of lien priority issues; (e) initiating miscellaneous actions  
25 in 27 other districts under 28 U.S.C. § 754, including filing certified copies of the  
26 Complaint, Temporary Restraining Order, and other Orders in connection therewith;  
27 (f) communicating with certain creditor's attorneys regarding fact and legal issues;  
28 (g) regularly communicating with and advising the Receiver on various legal issues



1 related to the Receiver's administration of the receivership estate, including asset  
2 identification and recovery issues.

3 8. I believe that in light of the work FRBC performed during the First  
4 Reporting Period, FRBC's fees and costs are reasonable and should be approved and  
5 authorized for payment in their entirety.

6 9. It is FRBC's understanding that in light of the Court's requirement  
7 under the Temporary Restraining Order and Preliminary Injunction that the Receiver  
8 shall file with the Court and serve on the parties periodic requests for payment of the  
9 Receiver's and its professionals' reasonable compensation, that the Receiver was  
10 not required to comply with L.R. 7-3 before bringing the instant Application.  
11 Further, it is our understanding that L.R. 7-3 does not apply to the Application in the  
12 first instance since the Receiver represents the Court's agent, and there is no  
13 "opposing counsel" as that term is used in L.R. 7-3. Nonetheless, on January 2,  
14 2019, FRBC e-mailed a letter to counsel of record for Plaintiff Federal Trade  
15 Commission and Defendant Danielle Cardiz, as well as to non-represented  
16 Defendants Jason Cardiff and Eunjung Cardiff (neither of whom has filed a response  
17 to Plaintiff's Complaint) regarding the Receiver's intent to bring the Application.  
18 We included with that letter copies of (a) the "Receivership Administrative Expense  
19 Report by Month and Fund Balance From Inception (October 10, 2018) to  
20 November 30, 2018" (Exh. 2 to the Declaration of Brick Kane), and (b) copies of  
21 FRBC's redacted invoices for the First Reporting Period. I attach hereto a copy of  
22 the January 2, 2019, letter excluding the Exhibits. Because of the United States  
23 federal government shutdown, we did not send the letter before January 2, 2019;  
24 however, since sending the letter, the federal government shutdown has continued  
25 resulting in the continued closure of Plaintiff Federal Trade Commission.  
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1 10. As of January 7, 2019, FRBC has not received a response from any of  
2 the represented parties or any of the non-represented parties any intent by any of the  
3 parties to oppose the Receiver's Application.

4 I declare under penalty of perjury under the laws of the United States of  
5 America that the foregoing is true and correct and that this declaration was executed  
6 on January 7, 2019, at Los Angeles, California.

7  
8   
9 CRAIG A. WELIN

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## EXHIBIT 1

EXHIBIT 1

1 Michael Gerard Fletcher (State Bar No. 070849)  
mfletcher@frandzel.com  
2 Craig A. Welin (State Bar No.138418)  
cwelin@frandzel.com  
3 Hal D. Goldflam (State Bar No.179689)  
hgoldflam@frandzel.com  
4 FRANDZEL ROBINS BLOOM & CSATO, L.C.  
1000 Wilshire Boulevard, Nineteenth Floor  
5 Los Angeles, California 90017-2427  
Telephone: (323) 852-1000  
6 Facsimile: (323) 651-2577

7 Attorneys for Receiver ROBB EVANS  
AND ASSOCIATES LLC  
8

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11 WESTERN DIVISION  
12

13 FEDERAL TRADE COMMISSION,  
14 Plaintiff,  
15 v.  
16 JASON CARDIFF, et al.,  
17 Defendants.  
18

Case No. 5:18-cv-02104-SJO-PLA

**NOTICE OF ERRATUM RE:  
REPORT OF RECEIVER'S  
ACTIVITIES FOR THE PERIOD  
FROM OCTOBER 10, 2018  
THROUGH OCTOBER 31, 2018  
FILED ON NOVEMBER 1, 2018**

[NO HEARING ASSIGNED]



1 TO: THE HONORABLE S. JAMES OTERO, JUDGE OF THE UNITED  
2 STATES DISTRICT COURT.

3 On November 1, 2018, Robb Evans & Associates LLC, Receiver in the  
4 above-entitled matter, filed its Report of Activities for the period from October 10,  
5 2018 through October 31, 2018 ("Report"; Document 52.) Subsequent to the Report  
6 being filed, the Receiver discovered that page 9 of the filed copy was unreadable  
7 due to an unknown error related with the electronic filing of the Report. Therefore,  
8 the Receiver submits herewith another copy of the Report, with page 9 in a readable  
9 format.

10  
11 DATED: November 2, 2018

FRANDZEL ROBINS BLOOM & CSATO, L.C.  
MICHAEL GERARD FLETCHER  
CRAIG A. WELIN  
HAL D. GOLDFLAM

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14  
15 By: /s/ Hal D. Goldflam  
16 HAL D. GOLDFLAM  
17 Attorneys for Receiver ROBB  
18 EVANS & ASSOCIATES LLC  
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**Robb Evans & Associates LLC  
Receiver of  
Redwood Scientific Technologies, Inc. et al.**

**REPORT OF RECEIVER'S ACTIVITIES  
OCTOBER 10, 2018 THROUGH OCTOBER 31, 2018**

This report covers the activities of the Receiver<sup>1</sup> since the inception of the receivership. This is the first report to the Court on the progress of the receivership. It does not constitute an audit of financial condition and is intended only to provide information for use by the Court in assessing the progress of the receivership.

## **Overview**

This report will describe the steps taken by the Receiver to implement the terms of the Temporary Restraining Order (TRO). This report will also describe the destruction of Receivership Entity records in May 2018 on orders from Jason Cardiff and an additional potential violation of the TRO.

## **Custody, Control, and Possession**

On October 12, 2018 the Receiver took control of the business premises located at 820 and 870 North Mountain Ave. in Upland, CA. There was one employee present at 820 North Mountain Ave., Suite 100. Offices for Individual Defendants Jason Cardiff and Eunjung Cardiff are at Suite 100.

Jason Cardiff was present at 870 North Mountain Ave., Suite 115. Upon seeing the TRO, he advised the Receiver that the office was that of People United for Christians (PUFC), which was not mentioned in the paperwork he saw.

As set forth below, the operations of Redwood Scientific Technologies, Inc. (Redwood) and the PUFC are intertwined and comingled.

The Receiver interviewed five individuals at 870 North Mountain Ave.

The first individual interviewed by the Receiver stated that he worked as a warehouse worker and sales representative for Redwood. He stated his primary job was to move the Redwood

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<sup>1</sup> Reference to the Receiver in this report means the Receiver, the Receiver's deputies, and staff.



inventory located in that entity's warehouse across the hall into a small office located in Suite 115 that had been set up with shelves for inventory. He did not know why he was moving inventory owned by one company into a suite purportedly occupied by PUFC. In addition to relocating inventory, he stated he made sales calls on companies in the area for the purpose of selling dissolvable film strips to aid in smoking cessation, weight loss, sleep aid, and improved sexual performance for men and women.

The other four individuals that were interviewed by the Receiver all stated they worked for PUFC. The Receiver learned that PUFC is a "virtual ministry" whose message was delivered by Mr. Cardiff, the Master Prophet. Mr. Cardiff exclusively determined the ministry's message through solicitation campaigns which he took from a library of previously used campaigns found in one of the offices.

Two of the four individuals were part time and only worked when called in and the other two were permanent, salaried employees. All four employees worked on solicitation campaigns for PUFC, one preparing art work, others preparing the mailers with the inclusion of religious symbols in the mailings. The Receiver observed that the employees were cutting small swatches of cheesecloth representing an item of religious significance. One full-time employee and one part-time employee also did computer input reflecting the amount of money received for a particular campaign. This input entailed taking information off of the front of empty return envelopes that Defendant Eunjung Cardiff sent to the suite after opening them and removing the money in them. The envelopes had the sender's name and address in the upper left hand corner. In the lower left hand corner there was a code for the marketing campaign the envelope was returned on. Hand written on the right side of the envelope was a number representing the amount of money received in that envelope.

One employee told the Receiver that in August, 2018 there was a meeting with all employees of Redwood and PUFC where it was announced to employees they would begin selling medical marijuana (CBD) dissolvable film strips. When that company required help in packaging that product, PUFC employees would go to 820 North Mountain and work there. The four PUFC employees were always paid by PUFC, even when work was done for Redwood, although the individual responsible for keeping track of employee time used an internal code to designate which hours in the pay period were worked at Redwood and which at PUFC. One PUFC employee listed her supervisor as Julie. The only Julie the Receiver was able to locate in the records is on the payroll report for Redwood.

Employees of PUFC stated that after the third quarter, 2017, employees did not receive checks with paystubs and that at year end they did not receive 2017 W-2 reports for their use in completing their taxes. The employee stated that when she pressed Mr. Cardiff, he became very angry and referred her to a Redwood supervisor who told her PUFC had not reported any information to the Internal Revenue Service and therefore, the employees did not need to either.



In addition, the Receiver observed a substantial amount of Redwood paper records located in the 870 Mountain Ave. suites. Some file cabinets contained records for both Redwood and the ministry.

The 870 Mountain Ave. suites are leased to Intel Property LLC, a Wyoming Limited Liability Company. The Guarantor on this lease is Redwood.

Defendant Danielle Cadiz, who is on Redwood's payroll, is listed as Manager on the application for Messengers for Christ World Healing's post office box application (Exhibit 1). This post office box receives mail from solicitations made by PUFC.

The Receivership Entities utilize Google Suites for email and for their documents. The Receiver took steps to change the administrative password for Google Suites and restricted access by anyone not authorized by the Receiver. Representatives of the Federal Trade Commission (FTC) commenced a forensic image of the data contained in Google Suites.

The Receivership Entities utilize QuickBooks for their accounting system. The Receiver accessed and downloaded the QuickBooks data.

The Receiver changed the locks to all of the office suites and took control of the mail.

### Interview with Jason Cardiff

On October 12, 2018 the Receiver met with Mr. Cardiff and explained to him the asset freeze provisions and the duties of the Receiver as detailed in the TRO<sup>2</sup>.

Mr. Cardiff told the Receiver that credit card merchant processors for the Receivership Entities had terminated processing several months ago and there were no current merchant processing accounts. He stated that as a result the total sales for last month were about \$7,000.

The Receiver directed Mr. Cardiff to Section XVI. paragraph E. of the TRO which requires the Receiver to take custody, control, and possession of various valuable articles. Mr. Cardiff told the Receiver that all of the items listed in the TRO had been liquidated over the past few years. He first said the items had been liquidated over the last two to three years and then later said over the last four to five years. He further stated that everything was sold for cash at pawn shops overseas and most items were sold at pawn shops in London. He also told the Receiver that he had no records reflecting the sale of any of the assets detailed in the TRO. The Receiver then asked Mr. Cardiff about item 25, his wife's (defendant Eunjung Cardiff) 8.5 carat diamond ring which is insured for \$532,000. In response, Mr. Cardiff explained that the

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<sup>2</sup> Tracy Green, Esq., an attorney who is representing Mr. Cardiff in the discovery dispute with the FTC, was on a speaker phone during this interview. Ms. Green reinforced the Receiver's explanation of the TRO, including the asset freeze provisions.

ring was sold in Abu Dhabi and proceeds of the sale were wire transferred to a trust in the Cook Islands. He stated there are currently no funds in the trust because the funds were wire transferred back to the United States to fund business operations. In response to further questions from the Receiver, he stated that neither he nor his wife is a trustee of the Cook Islands trust and he does not know how the trust works or who provides instructions to the trust to transfer funds.

The Receiver obtained a current insurance policy for the jewelry from Roger Stone Insurance agency. The policy period is from February 11, 2018 to February 11, 2019 and the annual premium is \$16,868.77. The coverage still includes the 8.5 carat diamond ring discussed above (Exhibit 2, Item#27 on page 2).

The Receiver will investigate this issue further, but has preliminarily concluded that Mr. Cardiff's explanation about the disposition of these valuable assets that remain insured and the operation of the Cook Islands trust strains credibility and truthfulness.

### **Interview with Danielle Walker a/k/a Danielle Cadiz**

On October 27, 2018 the Receiver interviewed Danielle Walker. Ms. Walker was the former Operations Director of Redwood and provided a great deal of information to the Receiver.

The Receiver asked Ms. Walker if Mr. Cardiff or anyone else issued instructions to destroy computer files after receiving the FTC's Civil Investigative Demand (CID) in August 2017. Ms. Walker told the Receiver that Redwood received an additional CID in May of 2018. According to Ms. Walker, the May 2018 CID contained a list of key words. The CID instructed Redwood to search all computer files for these key words and to produce any responsive documents to the FTC. Ms. Walker told the Receiver that Mr. Cardiff instructed Redwood's employees to search their documents for these key words and to delete any documents with any of the key words. According to Ms. Walker, Mr. Cardiff said "that if the FTC got a hold of anything with key words, especially those that discussed 88%, we would all be in a lot of trouble and we would lose everything."

### **Business Activities Prohibited by the Temporary Restraining Order**

The TRO directs that any material fact about the defendants' products including TBX-FREE, Eupepsia Thin, or Prolongz may not be misrepresented, expressly or by implication including, but not limited to, claims that:

- TBX-FREE is an effective smoking cessation product is more effective than either nicotine patches or nicotine gum;



- Eupepsia Thin is an effective appetite suppressant and weight loss aid and starts working in less than 20 seconds and suppresses a user's appetite within minutes; and
- Prolongz treats or prevents premature ejaculation.

The Receiver viewed numerous products displayed in several areas of the main office, Suite 100, including samples of TBX-FREE, Eupepsia, and Prolongz. The Receiver also studied a six-panel color foldout Product Catalog displaying and describing these three products. The Catalog and the product cartons have text with the prohibited claims, including... "allows smokers to stop smoking once and for all...has an 88% cure compared to the patch and gum combined; ...creating the sensation of feeling full almost instantly, suppressing your appetite...easy weight loss; ...homeopathic drug, which helps in the prevention of Premature Ejaculation (PE)."

Scripts posted near the desks of telephone receptionists contained similar wording to use when discussing products with in-bound callers.

### **Certain Duties and Authorities of the Receiver**

Included in the Court's directions to the Receiver is the Order to "Suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be continued legally and profitably." The Receiver has considered facts and issues related to each prong of this directive.

The Receiver has concluded business operations of the Receivership Entities cannot be continued lawfully. As described above, the existing products and advertising materials contain text with claims that are prohibited by the TRO.

The Receiver has concluded business operations of the Receivership Entities cannot be continued profitably. Financial information below fully describes the hopelessly insolvent financial condition and operation of the Receivership Entities. In addition to negative cash balances of about \$114,000, there are approximately \$5.0 million in current liabilities. Mr. Cardiff stated all liabilities are delinquent and several cash advance loans are in litigation or subject to judgment. The audited financial statements for 2015 and 2016 from Redwood's independent auditor show accumulated losses of about \$9.9 million as of December 31, 2016. Redwood's financial records, which appear to be incomplete and not fully current, show additional net losses from January 1, 2017 through October 12, 2018 of approximately \$1.99 million, indicating accumulated losses could now total about \$11.9 million. Documents on site indicate the premises rent is substantially delinquent. The Receiver has determined there could be potential payroll tax liability claims from the Internal Revenue Service because of improperly classifying employees as independent contractors.



## Financial Information

Based on the Receiver's preliminary review and analysis of the account details recorded under Redwood's QuickBooks accounting file, the creditability of Redwood's accounting records are in doubt. Redwood's bank accounts did not appear to be properly and periodically reconciled through the current time period, and many of the accounting records appear to be outdated or transactions appear not to be properly recorded.

Advanced Men's Institute Prolongz LLC (AMI) was organized in January 2014 in California and began selling its products in February 2014. In November 2014, AMI changed its name to Redwood Scientific Technologies LLC. Immediately after the name change, Redwood Scientific Technologies LLC converted from a limited liability company into a California corporation and became Redwood Scientific Technologies Inc. (Redwood California) in January 2015.

Redwood Scientific Technologies Inc. was also incorporated in the state of Nevada on December 17, 2014 (Redwood Nevada). In January 2015, a Share Exchange Agreement was entered into between Redwood California and Jason Cardiff, the shareholder and Chief Executive Officer of Redwood California, in which Mr. Cardiff transferred 100% of Redwood California he owned to Redwood Nevada and Redwood California became a wholly owned subsidiary of Redwood Nevada.

The Receiver obtained the online access to the Receivership Entities' QuickBooks accounting from Mr. Cardiff. The QuickBooks accounting file is in the name of Redwood Scientific Technologies Inc., which appears to be the accounting records for Redwood California and Redwood Nevada (collectively referred as Redwood). The QuickBooks accounting file for Redwood is stored on the QuickBooks online website.

Redwood's QuickBooks accounting file contains multiple bank accounts, which are in the name of affiliated entities and subsidiaries other than Redwood, including but not limited to, Advanced Men's Institute Prolongz LLC (shown as "AMI"), American Nutra Partners LLC (shown as "AM Nutra Partner" or "AM Nutra P LLC"), Expo Supplements, LLC (shown as "Expo Supplements"), Nature's Future LLC (shown as "Nature's Fut LLC") Owl Enterprises, LLC (shown as "OWL"), Top Hill Shop, Ltd (shown as "Top Hill Shop"), Smoke Stop, LLC (shown as "Smoke Shop"), TV Sales LLC, and Intel Property, LLC (shown as "Checking\_70"). In addition to the affiliated entities and subsidiaries above, the Receiver also discovered a binder in Mr. Cardiff's office, which contain many corporate documents along with a list of entity names (Exhibit 3), which appear to be affiliated entities of the Receivership Entities. These demonstrate that the Receivership Entities have created a complex web of affiliated entities and subsidiaries in order to open many credit card merchant processing accounts to receive revenue from consumers or to hold the assets for the Receivership Entities.



The financial statements generated from Redwood's QuickBooks accounting file, including profit and loss and balance sheet by year are under Exhibit 4 and 5.

According to Redwood's QuickBooks accounting records, the Receivership Entities generated approximately \$19.6 million in gross sales from January 1, 2015 through October 12, 2018, and the refunds and chargebacks were approximately \$1.38 million during the same period. The net sales revenue was approximately \$18.2 million from January 1, 2015 through October 12, 2018.

The Receivership Entities' books and records show their operations have suffered significant losses since the inception of operations. All of the sales revenue was spent to cover the cost of goods sold and expenses. Cost of goods sold was approximately \$3.2 million from its inception to October 12, 2018. The most significant expenses on the books were media expenses (approximately \$10.2 million), advertising expenses (approximately \$2.8 million) and payroll and wages (approximately \$3.2 million, including payroll taxes), which totaled nearly \$16 million or 77% of the total expenses. The total net losses from its inception through October 12, 2018 were approximately \$6.4 million.

Redwood's balance sheet shows approximately \$2.5 million in total assets as of October 12, 2018, which primarily consists of the account receivables ("AR Limelight") of \$1.2 million and inter-company receivables ("Intercompany Runway") of \$921,104.54. The Receiver reviewed the account details, which reflect that the last transaction for account receivables was dated July 11, 2018 and the last transaction for inter-company receivables was dated January 17, 2018, both of which appear to be outdated and not properly reconciled. Lime Light CRM, Inc. (Lime Light) is the former Customer Relationship Management System (CRM) service provider for the Receivership Entities, and the Receiver served Lime Light with the TRO and obtained the CRM data for the Receivership Entities for further assessment as discussed below.

Redwood's balance sheet shows a negative balance of \$113,724.58 in cash and bank account balances as of October 12, 2018. The Receiver served the TRO on all known financial institutions and merchant processors that were used by the Receivership Entities, which is discussed in more detail below.

In addition, Redwood's balance sheet shows approximately \$5.1 million in common stock, which include the capital contributions raised from the public and received from outside investors. The Receiver found a 2014 independent auditor's report, which indicates that, in 2015, Redwood Nevada began a public placement offering for a maximum of 2,222,222 units at a purchase price of \$2.25 per unit. Each unit consists of one share of Redwood Nevada's common stock, par value of \$0.01 per share, and a warrant to purchase the number of shares of common stock as is equal to 50% of the number of shares of common stock underlying the investor's unit at an exercise price of \$2.75 per share. The Receiver also discovered a copy of the subscription escrow agreement pertaining to this public placement offering, which is under Exhibit 6.



Redwood's books and records show that all of the capital contributions received from investors were spent. As of October 12, 2018 the books also reflect total liabilities of approximately \$5 million.

As noted above, based on the Receiver's preliminary review and analysis of the account details recorded under Redwood's QuickBooks accounting file, the creditability of Redwood's accounting records are in doubt. Redwood's bank accounts did not appear to be properly and periodically reconciled through the current time period, and many of the accounting records appear to be outdated or transactions appear not to be properly recorded. For example, the Receiver discovered in Mr. Cardiff's office a document regarding a recent disbursement authorization dated July 18, 2018 (Exhibit 7) for the funding of \$725,000, including \$362,250 to Redwood, \$2,750 to Legal & Compliance LLC, \$35,000 to Auctus Fund Management LLC, and \$325,000 to Auctus Fund LLC. According to this authorization, Redwood authorized Auctus Fund LLC to initiate debit and credit entries to Redwood's accounts at Zions Bank. The Receiver reviewed Redwood's QuickBooks accounting records and was unable to locate or reconcile the recording pertaining to these transactions, other than a deposit of \$223,250 received on May 5, 2018, which was recorded as short-term loan -- Legal and Compliance LLC but still remained as an unpaid liability on Redwood's books as of October 12, 2018. It is unclear to the Receiver whether or not and to which account Redwood has received \$362,250 or has made any payments to Auctus Fund Management LLC or Auctus Fund LLC pursuant to this authorization.

In addition, on October 22, 2018 the Receiver obtained audited financial statements for 2015 and 2016 from Redwood's Independent Auditor, EKS&H LLP. The 2016 audited balance sheet shows accumulated losses of about \$9.9 million as of December 31, 2016 (Exhibit 8), which is significantly different from \$5.6<sup>3</sup> million shown on Redwood's QuickBooks accounting records (Exhibit 5). The audited profit and loss statements show net losses for 2015 and 2016 of about \$5.7 million and \$4.2 million, respectively (Exhibit 9). However, Redwood's profit and loss statements generated from its QuickBooks accounting file at Exhibit 4 show the net losses for 2015 and 2016 were approximately \$3.3 million and \$1 million, respectively.

### Customer Relationship Management (CRM)

The Receivership Entities maintained consumer data on CRM hosted by Lime Light. Apparently, Lime Light terminated the relationship with the Receivership Entities in June 2018.

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<sup>3</sup> This includes \$4,589,074.18 in retained earnings as of December 31, 2016 and 2016 net loss of \$1,014,432.08 shown in Exhibit 4.



The Receiver served the TRO on Lime Light and obtained the CRM data of the Receivership Entities directly from Lime Light. According to the CRM data, the product sales and sale orders were recorded from February 7, 2014 to June 15, 2018. The Receiver reviewed, compared and analyzed the sales in the CRM data and the sales recorded on the books as shown below.

Based on Redwood's QuickBooks	2015	2016	2017	1/1/2018~ 6/15/2018	TOTAL
Sales	\$ 4,578,794.44	\$ 5,400,000.72	\$ 297,000.81	\$ 25,500.00	\$ 10,301,295.97
Sales Limelight	-	-	6,892,212.81	959,694.47	7,851,907.28
Sales Retail	-	73,626.60	1,154,725.15	101,199.85	1,329,551.60
Total Sales Per Books <A>	\$ 4,578,794.44	\$ 5,473,627.32	\$ 8,343,938.77	\$ 1,086,394.32	\$ 19,482,754.85

Per CRM Data	2015	2016	2017	1/1/2018~ 6/15/2018	TOTAL
Approved & Shipped Sales <B>	\$ 4,495,822.52	\$ 5,274,316.61	\$ 6,154,233.33	\$ 977,714.71	\$ 16,902,087.17
Variances <A> - <B>	\$ 82,971.92	\$ 199,310.71	\$ 2,189,705.44	\$ 108,679.61	\$ 2,580,667.68

Other than some timing differences, the most significant variance was likely related to retail sales, which was recorded under "Sales Retail" account.

The Receiver reviewed the sales details on the books, and it shows that Redwood recorded the sales (under "Sales-Limelight" or "Sales" and "Account Receivable" on the books) based on CRM data on a monthly basis. Starting from 2017, they also separately recorded the retail sales (under "Sales Retail" and "AR-limelight" on the books) other than the sales. It is unclear to the Receiver if Redwood did not properly reconcile the retail sales or whether there was an overstatement of these retail sales because the books still show approximately \$1.2 million in "AR-Limelight" outstanding and not collected to date (Exhibit 5).

## PUFC

PUFC was registered as a non-profit entity with the State of California on May 21, 2013. Ms. Walker told the Receiver that early in its existence, PUFC would raise money and make donations to one of the outside Board Member's charity, St. Vincent Church. When those donations ceased, the outside Board Member resigned. Ms. Walker was not aware of any other charitable donations made by PUFC because "there was never enough money in the bank." Ms. Walker stated that Mr. Cardiff obtained his solicitation mailing lists from his former father-in-law, Peter Popoff. According to information on the Internet Mr. Popoff is a televangelist who has been accused for at least the past 30 years of making deceptive or

fraudulent claims to heal sickness and promoting products such as "blessed water" and "holy sand" to potential susceptible and vulnerable viewers. The information also reports that Mr. Popoff, referring to himself as a Prophet, promised "fabulous extreme fortune" and "miracles" in exchange for donations to his organization. After a donation, multiple solicitation letters follow, requesting more donations in exchange for miracles.

Ms. Walker stated that Mr. Cardiff produced and completed three mailings each month in sets of about 76,000, 24,000, and 8,000 to consumers listed in a mailing data base. The three sets totaled about 108,000 letters. The second and third mailing sets were smaller and were directed to selected portions of the first mailing group.

The Receiver located multiple copies of a computer-generated mass-produced letter that Mr. Cardiff fashioned as a personal note to the target individuals addressed. The four-page letter came from an unidentified "Master Prophet" and included within the letter the name and address, including address barcode, of an individual the Master Prophet appeared to be on a first name basis. Further attempts to personalize the letter are in the form of faux hand written notations, check marks, underscores, asterisks, circles and encouragement to read on, in green ink. There is also an extensive use of bold type. The letter is overflowing with religious terminology, promises from God, divination of future events and assurances of money to come to the target individuals.

Text contained in letters include the following:

The powerful events I witnessed in the spirit realm (that) reveal that your upcoming future is altogether **ASTOUNDING**.

Realize one thing: God would never direct me to write you like this if He wasn't **ALREADY TAKING MEASURES TO BLESS YOU!**

I tried to make sure that you had this **MIRACULOUS ANOINTED OIL** in your hands...Steps one through three involve putting the miraculous anointed oil on painful areas of the body. Step four involves putting the miraculous anointed oil on a cell phone and mailbox to facilitate the notification and receipt of money "a **LARGE SUM OF MONEY** sooner than you think."

Following the promises is a strong request, almost a directive, to send a donation of \$40 to \$250 to "see God move with your prayer needs."

Attached at Exhibit 10 is one of several letters with similar characteristics designed to solicit donations.



The Receiver downloaded a database that purportedly contains consumer information for funds generated by direct mailing campaigns in 2018. The dates in the database begin on June 15, 2018 and end on October 12, 2018. During this time period there were 4,823 donations totaling approximately \$163,000 or about an average of \$40,750 per month.

The Receiver also found a copy of PUFC's QuickBooks file in the Receivership Entities' Google Suites. The Receiver reviewed PUFC's QuickBooks records (Exhibit 11), which only recorded the transactions from December 2017 to April 2018, and the total income and expenses for the same period were approximately \$14,300 and \$52,700, respectively. According to Ms. Walker, PUFC's QuickBooks accounting only recorded the transactions for vendor payments, and they did not record all the income received from donations.

Although the Receiver does not have sufficient information about the donation income that PUFC has collected since its inception, the personal financial information submitted by Mr. Cardiff and his wife shows that they received \$2,010,000 of income from their employment from 2014 to 2018, including \$1,525,000 from PUFC and \$485,000 from Redwood.

## **Bank and Credit Card Merchant Processing Accounts**

The Receiver has located and frozen numerous accounts in financial institutions and with credit card merchant processors. Currently, \$312,942.09 is frozen in accounts with financial institutions and \$248,789.07<sup>4</sup> is frozen in accounts with credit card merchant processors. Several financial institutions have not yet confirmed accounts subject to the TRO.

## **Violations of the TRO**

The Receiver filed its affidavit on non-compliance with the TRO on October 22, 2018. On October 24, 2018 this Court ordered the Cardiffs to return \$8,715 to the Receiver by October 25, 2018. To date, the Cardiffs have not returned any funds to the Receiver, nor have they contacted the Receiver about returning funds.

On October 17, 2018 the Receiver was informed that a female picked up the mail at the post office box in La Verne (Exhibit 1).

On October 18, 2018 the Receiver went to the post office and showed employees pictures on Eunjung Cardiff. One employee tentatively identified Ms. Cardiff as the individual who picked up the mail the previous day. That same day, the Receiver picked up 323 envelopes that contained \$5,170.72 in cash, checks, and money orders. Since the initial recovery of mail, the

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<sup>4</sup> This amount may be reduced due to future credit card chargebacks initiated by consumers.



Receiver has taken possession of an additional 1,484 envelopes that contained \$20,831.02 in cash, checks and money orders.

The Receiver is continuing its investigation to determine who picked up the mail in violation of the TRO.

Respectfully submitted,

/s/

Robb Evans & Associates LLC  
Receiver

# **EXHIBIT 18**

**CARDIFF MOTION  
TO SUPPRESS**

JS-6

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**Federal Trade Commission,**

Plaintiff,

v.

**Jason Cardiff, et al.,**

Defendants.

No. ED CV 18-2104-DMG (PLAx)

**FINAL JUDGMENT INCLUDING  
PERMANENT INJUNCTION AS  
TO DEFENDANTS JASON  
CARDIFF AND EUNJUNG  
CARDIFF**

On October 3, 2018, Plaintiff, the Federal Trade Commission (“FTC” or the “Commission”), filed its Complaint for Permanent Injunction and Other Equitable Relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), the Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. §§ 8401-8405, and the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. §§ 1693-1693r, and Section 6 of the Telemarketing and Consumer Fraud and Abuse Prevention Act (the “Telemarketing Act”), 15 U.S.C. § 6105, and moved, pursuant to Fed. R. Civ. P. 65(b), for a temporary restraining



1 order, asset freeze, other equitable relief, and an order to show cause why a  
2 preliminary injunction should not issue against Defendants Jason Cardiff, Eunjung  
3 Cardiff, a/k/a Eunjung Lee, a/k/a Eunjung No, Danielle Cadiz, a/k/a Danielle  
4 Walker, Redwood Scientific Technologies, Inc. (California), Redwood Scientific  
5 Technologies, Inc. (Nevada), Redwood Scientific Technologies, Inc. (Delaware),  
6 Identify, LLC, Advanced Men's Institute Prolongz LLC, Run Away Products,  
7 LLC, and Carols Place Limited Partnership. [Doc. # 1.]

8 This Court entered a temporary restraining order ("TRO") on October 10,  
9 2018. [Doc. # 29.] On October 24, 2018, the Court extended the TRO as to  
10 Defendants Jason Cardiff and Eunjung Cardiff ("the Cardiffs"). [Doc. # 48.] On  
11 November 8, 2018, the Court entered a Preliminary Injunction as to Defendants  
12 Jason Cardiff and Eunjung Cardiff. [Doc. # 59.]

13 On August 6, 2020, the Commission moved for summary judgment as to  
14 Defendants Jason Cardiff and Eunjung Cardiff on all counts of the Complaint.  
15 [Doc. # 423.] On October 9, 2020, the Court granted summary judgment against  
16 the Cardiffs on all sixteen counts in the Commission's Complaint. [Doc. # 511.]  
17 The Commission filed a proposed Final Judgment on September 3, 2021. [Doc. #  
18 651.]

### 19 **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

20 1. This Court has jurisdiction over this matter and over the Cardiffs and  
21 venue in this district is proper under 15 U.S.C. § 53(b) and 28 U.S.C.  
22 §§ 1391(b)(1), (b)(2), (c)(1), (c)(2), and (d).

23 2. At all relevant times, the Cardiffs' activities as alleged in the  
24 Commission's Complaint were in or affecting commerce, as defined in Section 4  
25 of the FTC Act, 15 U.S.C. § 44.

26 3. The Complaint charged that Defendants, including Jason Cardiff and  
27 Eunjung Cardiff, participated in deceptive and unfair acts or practices in violation  
28 of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, Section 4 of

1 ROSCA, 15 U.S.C. § 8403, Section 907(a) of EFTA, 15 U.S.C. § 1693e(a),  
2 Section 1005.10(b) of EFTA's implementing Regulation E, 12 C.F.R. §  
3 1005.10(b), and Section 310.4(b)(1)(v) of the FTC's Telemarketing Sales Rule  
4 ("TSR"), 16 C.F.R. § 310.4(b)(1)(v), in the marketing of Defendants' oral film  
5 strips and the Rengalife multilevel marketing program. The Complaint sought  
6 both permanent injunctive relief and equitable monetary relief for the challenged  
7 acts or practices.

8 4. The Complaint stated a claim upon which relief can be granted against  
9 the Cardiffs.

10 5. The Cardiffs violated Sections 5(a) and 12 of the Federal Trade  
11 Commission Act, 15 U.S.C. §§ 45(a) and 52, by making:

- 12 a. False or unsubstantiated efficacy claims and false proof claims  
13 for their oral film strips TBX-FREE, Eupepsia Thin, and  
14 Prolongz;
- 15 b. False money-back guarantee claims for those oral film strips;
- 16 c. False claims that Eupepsia Thin oral film strips were made in  
17 the United States, and that testimonialists appearing in  
18 advertising for Eupepsia Thin had used the product to lose  
19 weight; and
- 20 d. False claims that consumers would not be enrolled in an  
21 autoship program and that their credit or debit card would be  
22 charged only for a one-time purchase of oral film strips.

23 6. The Cardiffs violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),  
24 by:

- 25 a. Failing to disclose, or disclose adequately, that consumers who  
26 provided their billing information for a product order would be  
27 enrolled automatically in a continuity plan for future  
28

1                    autoshipments of oral film strips that would be charged to their  
2                    credit or debit cards; and

- 3                    b.    Making false and unsubstantiated claims that people who  
4                    became Rengalife members were likely to earn substantial  
5                    income.

6                    7.    The Cardiffs violated Sections 5(a) and 5(n) of the FTC Act, 15  
7                    U.S.C. §§ 45(a), 45(n), by causing charges to be submitted for payment to  
8                    consumers' credit and debit cards without the express informed consent of those  
9                    consumers.

10                    8.    The Cardiffs violated Section 4 of ROSCA, 15 U.S.C. § 8403, by  
11                    charging consumers for TBX-FREE oral film strips sold over the Internet through  
12                    a negative option feature as defined in the TSR, 16 C.F.R. §3102(w) without: (a)  
13                    clearly and conspicuously disclosing all material terms of the transaction before  
14                    obtaining the consumer's billing information; (b) obtaining the consumer's express  
15                    informed consent before making the charge; and (c) providing a simple mechanism  
16                    to stop recurring charges.

17                    9.    The Cardiffs violated Section 907(a) of EFTA, 15 U.S.C. § 1693e(a),  
18                    and Section 1005.10(b) of Regulation E, 12 C.F.R. § 1005.10(b), by debiting  
19                    consumers' bank accounts without first obtaining written authorizations signed or  
20                    similarly authorized by those consumers for preauthorized electronic fund transfers  
21                    from their accounts, or providing those consumers a copy of a written authorization  
22                    signed or similarly authenticated by them.

23                    10.   The Cardiffs violated the TSR by initiating or causing the initiation of  
24                    outbound telephone calls that delivered prerecorded messages intended to induce  
25                    the purchase of oral film strips.

26                    11.   The Cardiffs operated the Corporate Defendants as a common  
27                    enterprise, and the Corporate Defendants were "all involved in the sale of the  
28                    Products [with] money, products, and employees flow[ing] freely between them."  
Summary Judgment Order at 20-21 [Doc. # 511]. The Cardiffs were the



1 “beneficiaries and masterminds” of the common enterprise, and “had knowledge of  
2 the misrepresentations in advertising or were recklessly indifferent to the falsity of  
3 the misrepresentations.” *Id.*

4 12. At all times material to the Complaint, both Jason Cardiff and  
5 Eunjung Cardiff formulated, directed, controlled, had the authority to control, or  
6 participated in the acts and practices set forth in Findings 5 to 11, above, and both  
7 of them are therefore liable for injunctive relief.

8 13. At all times material to the Complaint, both Jason Cardiff and  
9 Eunjung Cardiff knew of or were recklessly indifferent to the acts and practices set  
10 forth in Findings 5 to 11, above.

11 14. The danger of future violations by Jason Cardiff and Eunjung Cardiff  
12 justifies the issuance of permanent injunctive relief, including banning them from  
13 engaging in certain activities.

14 15. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court  
15 to issue injunctive relief for the Defendants’ law violations. Section 19 of the FTC  
16 Act, § 57b, empowers the Court to grant such relief as it finds necessary to redress  
17 injury to consumers from the Defendants’ violations of ROSCA and the TSR,  
18 including rescission or reformation of contracts and refund of money.

19 16. This action and the relief awarded herein are in addition to, and not in  
20 lieu of, other remedies as may be provided by law, including both civil and  
21 criminal remedies.

22 17. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of  
23 this Order are binding upon Jason Cardiff and Eunjung Cardiff, their successors  
24 and assigns, and their officers, agents, employees and attorneys, and upon those  
25 persons or entities in active concert or participation with them who receive actual  
26 notice of this Order by personal service or otherwise.

27 18. Entry of this Order is in the public interest, and there being no just  
28 reason for delay, the Clerk is directed to enter judgment in favor of Plaintiff  
Federal Trade Commission immediately.

1           **THEREFORE, IT IS ORDERED** as follows:

2                           **DEFINITIONS**

3           For the purpose of this Order, the following definitions shall apply:

4           A.     **“Acquirer”** or **“Acquiring Bank”** means a business organization,  
5     Financial Institution, or an agent of a business organization or Financial Institution  
6     that has authority from an organization that operates or licenses a credit card  
7     system (e.g., Visa, MasterCard, American Express or Discover) to authorize  
8     Merchants to accept, transmit, or process payment by credit card through the credit  
9     card system for money, products, or anything else of value.

10          B.     **“Billing Information”** means any data that enables any person to  
11     access a consumer’s account, such as a credit card, debit card, checking, savings,  
12     share or similar account, utility bill, or mortgage loan account.

13          C.     **“Business Venture”** means any written or oral business arrangement,  
14     however denominated, whether or not covered by 16 C.F.R. Part 437, that consists  
15     of the payment of any consideration for the right or means to offer, sell, or  
16     distribute Goods or Services. The definition of Business Venture includes  
17     multilevel marketing programs.

18          D.     **“Charge(s),” “Charged,” or “Charging”** means any attempt to  
19     collect money or other consideration from a consumer, including, but not limited  
20     to, causing Billing Information to be submitted for payment, including against the  
21     consumer’s credit card, debit card, bank account, telephone bill, or other account.

22          E.     **“Clear(ly) and conspicuous(ly)”** means that a required disclosure is  
23     difficult to miss (i.e., easily noticeable) and easily understandable by ordinary  
24     consumers, including in all of the following ways:

- 25                 1.   In any communication that is solely visual or solely audible, the  
26                         disclosure must be made through the same means through which  
27                         the communication is presented. In any communication made  
28                         through both visual and audible means, such as a television

advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

F. **“Covered Product”** means any Dietary Supplement, Food, Drug, or Device.



1           G.     **“Credit Card Laundering”** means: (a) presenting or depositing into,  
2 or causing or allowing another to present or deposit into, the credit card system for  
3 payment, a Credit Card Sales Draft generated by a transaction that is not the result  
4 of a credit card transaction between the cardholder and the Merchant; (b)  
5 employing, soliciting, or otherwise causing or allowing a Merchant, or an  
6 employee, representative, or agent of a Merchant, to present to or deposit into the  
7 credit card system for payment, a Credit Card Sales Draft generated by a  
8 transaction that is not the result of a credit card transaction between the cardholder  
9 and the Merchant; or (c) obtaining access to the credit card system through the use  
10 of a business relationship or an affiliation with a Merchant, when such access is not  
11 authorized by the Merchant Account agreement or the applicable credit card  
12 system.

13           H.     **“Credit Card Sales Draft”** means any record or evidence of a credit  
14 card transaction.

15           I.     **“Corporate Defendant(s)”** means Redwood Scientific Technologies,  
16 Inc. (CA); Redwood Scientific Technologies, Inc. (NV); Redwood Scientific  
17 Technologies, Inc. (DE); Identify, LLC; Advanced Men’s Institute Prolongz LLC;  
18 Run Away Product, LLC; and Carols Place Limited Partnership, individually,  
19 collectively, or in any combination.

20           J.     **“Defendant(s)”** means all of the named Defendants, individually,  
21 collectively, or in any combination.

22           K.     **“Device”** means an instrument, apparatus, implement, machine,  
23 contrivance, implant, in vitro reagent, or other similar or related article, including  
24 any component, part, or accessory, which is (1) recognized in the official National  
25 Formulary, or the United States Pharmacopeia, or any supplement to them; (2)  
26 intended for use in the diagnosis of disease or other conditions, or in the cure,  
27 mitigation, treatment, or prevention of disease, in humans or other animals; or (3)  
28 intended to affect the structure or any function of the body of humans or other

1 animals; and which does not achieve any of its principal intended purposes through  
2 chemical action within or on the body of humans or other animals and which is not  
3 dependent upon being metabolized for the achievement of any of its principal  
4 intended purposes.

5 L. **“Dietary Supplement”** means: (1) any product labeled as a Dietary  
6 Supplement or otherwise represented as a Dietary Supplement; or (2) any pill,  
7 tablet, capsule, powder, softgel, gelcap, liquid, or other similar form containing one  
8 or more ingredients that are a vitamin, mineral, herb or other botanical, amino acid,  
9 probiotic, or other dietary substance for use by humans to supplement the diet by  
10 increasing the total dietary intake, or a concentrate, metabolite, constituent, extract,  
11 or combination of any ingredient described above, that is intended to be ingested,  
12 and is not represented to be used as a conventional Food or as a sole item of a meal  
13 or the diet.

14 M. **“Drug”** means: (1) articles recognized in the official United States  
15 Pharmacopoeia, official Homoeopathic Pharmacopoeia of the United States, or  
16 official National Formulary, or any supplement to any of them; (2) articles  
17 intended for use in the diagnosis, cure, mitigation, treatment, or prevention of  
18 disease in humans or other animals; (3) articles (other than food) intended to affect  
19 the structure or any function of the body of humans or other animals; and (4)  
20 articles intended for use as a component of any article specified in (1), (2), or (3);  
21 but does not include devices or their components, parts, or accessories.

22 N. **“Essentially Equivalent Product”** means a product that contains the  
23 identical ingredients, except for inactive ingredients (e.g., binders, colors, fillers,  
24 excipients) in the same form and dosage, and with the same route of administration  
25 (e.g., orally, sublingually), as the Covered Product; *provided that* the Covered  
26 Product may contain additional ingredients if reliable scientific evidence generally  
27 accepted by experts in the field indicates that the amount and combination of  
28

1 additional ingredients is unlikely to impede or inhibit the effectiveness of the  
2 ingredients in the Essentially Equivalent Product.

3 O. **“Financial Institution”** means any institution the business of which is  
4 engaging in financial activities as described in section 4(k) of the Bank Holding  
5 Company Act of 1956 (12 U.S.C. § 1843(k)). An institution that is significantly  
6 engaged in financial activities is a Financial Institution.

7 P. **“Food”** means: (1) any article used for food or drink for humans or  
8 other animals; (2) chewing gum; and (3) any article used for components of any  
9 such article.

10 Q. **“Good(s) or Service(s)”** includes merchandise, products, plans, or  
11 programs.

12 R. **“Investment Opportunity”** means anything, tangible or intangible,  
13 that is offered, offered for sale, sold, or traded based wholly or in part on  
14 representations, either express or implied, about past, present, or future income,  
15 profit, or appreciation.

16 S. **“Made in the United States”** means any representation, express or  
17 implied, that a product, or a specified component thereof, is of U.S.-origin,  
18 including a representation that such product is “made,” “manufactured,” “built,” or  
19 “produced” in the United States or in America, or any other U.S.-origin claim.

20 T. **“Merchant”** means (a) any person or entity engaged in the sale or  
21 marketing of any goods or services, or soliciting a charitable contribution, or (b)  
22 any person or entity who applies for or obtains Payment Processing services.

23 U. **“Merchant Account”** means any account with an Acquiring Bank or  
24 other Financial Institution, service provider, payment processor, independent sales  
25 organization, or other entity that enables an individual, a business, or other  
26 organization to accept payments of any kind.

27 V. **“Negative Option Feature”** means, in an offer or agreement to sell or  
28 provide any Good or Service, a provision under which the consumer’s silence or



1 failure to take affirmative action to reject a Good or Service, or to cancel the  
2 agreement, is interpreted by the seller or provider as acceptance or continuing  
3 acceptance of the offer.

4 W. **“Payment Processing”** means providing a person or entity, directly or  
5 indirectly, with the means used to charge or debit accounts through the use of any  
6 payment method or mechanism, including, but not limited to, remotely created  
7 payment orders, remotely created checks, ACH debits, or debit, credit, prepaid, or  
8 stored value cards. Whether accomplished through the use of software or  
9 otherwise, Payment Processing includes, among other things: (a) reviewing and  
10 approving Merchant applications for payment processing services; (b) providing  
11 the means to transmit sales transactions data from Merchants to Acquiring Banks  
12 or other Financial Institutions; (c) clearing, settling, or distributing proceeds of  
13 sales transactions from Acquiring Banks or Financial Institutions to Merchants; or  
14 (d) processing chargebacks or returned remotely created payment orders, remotely  
15 created checks, or ACH checks.

16 X. **“Person”** means a natural person, organization, or other legal entity,  
17 including a corporation, partnership, proprietorship, association, cooperative, or  
18 any other group or combination acting as an entity.

19 Y. **“Preauthorized Electronic Fund Transfer”** means an electronic  
20 fund transfer authorized in advance to recur at substantially regular intervals.

21 Z. **“Receiver”** means Robb Evans & Associates, LLC.

## 22 ORDER

### 23 I. BAN ON NEGATIVE OPTION SALES

24 **IT IS ORDERED** that Jason Cardiff and Eunjung Cardiff, whether acting  
25 directly or through an intermediary, including by consulting, planning,  
26 participating, facilitating, or advising, are permanently restrained and enjoined  
27  
28

1 from the advertising, marketing, promotion, offering for sale, or sale of any Good  
2 or Service with a Negative Option Feature.

3 **II. BAN ON ROBOCALLS AND RINGLESS VOICEMAILS**

4 **IT IS FURTHER ORDERED** that Jason Cardiff and Eunjung Cardiff,  
5 whether acting directly or through an intermediary, including by consulting,  
6 planning, participating, facilitating, or advising, are permanently restrained and  
7 enjoined from initiating telephone calls delivering prerecorded messages, including  
8 ringless voicemails.

9 **III. BAN ON MULTILEVEL MARKETING**

10 **IT IS FURTHER ORDERED** that Jason Cardiff and Eunjung Cardiff,  
11 whether acting directly or through an intermediary, including by consulting,  
12 planning, facilitating, or advising, are permanently restrained and enjoined from  
13 engaging or participating in any multilevel marketing program.

14 **IV. BAN ON THE ADVERTISING, MARKETING, PROMOTION,**  
15 **OFFERING FOR SALE, OR SALE OF DISSOLVABLE ORAL FILM**  
16 **STRIPS TO END-USER CONSUMERS**

17 **IT IS FURTHER ORDERED** that Jason Cardiff and Eunjung Cardiff,  
18 whether acting directly or through an intermediary, including by consulting,  
19 planning, participating, facilitating, or advising, are permanently restrained and  
20 enjoined from the advertising, marketing, promotion, offering for sale, or sale of  
21 any dissolvable oral film strip to end-user consumers.

22 **V. PROHIBITED REPRESENTATIONS: HEALTH-RELATED**  
23 **CLAIMS REQUIRING HUMAN CLINICAL TESTING FOR**  
24 **SUBSTANTIATION**

25 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
26 officers, agents, employees, and attorneys, and all other persons in active concert  
27 or participation with any of them, who receive actual notice of this Order, whether  
28 acting directly or indirectly, in connection with the manufacturing, labeling,

1 advertising, promotion, offering for sale, sale, or distribution of any Covered  
2 Product are permanently restrained and enjoined from making, or assisting others  
3 in making, expressly or by implication, including through the use of a product  
4 name, endorsement, depiction, or illustration, any representation that such product:

- 5 A. Helps users quit smoking, including any specific representation about  
6 success rates or the ease or speed of quitting;
- 7 B. Causes or assists in causing weight loss, including any specific  
8 representation about the amount of weight loss;
- 9 C. Suppresses or helps suppress appetite;
- 10 D. Causes or assists in causing weight loss without dieting or any change  
11 in food or lifestyle;
- 12 E. Helps users avoid gaining back any weight they lost;
- 13 F. Increases ejaculation control or the duration of sex;
- 14 G. Treats or prevents premature ejaculation;
- 15 H. Cures, mitigates, or treats any disease; or
- 16 I. Is comparable or superior to other treatments for quitting smoking,  
17 weight loss, or sexual performance, or in curing, mitigating, or  
18 treating any disease,

19 unless the representation is non-misleading, and, at the time of making such  
20 representation, Jason Cardiff or Eunjung Cardiff possess and rely upon competent  
21 and reliable scientific evidence substantiating that the representation is true. For  
22 purposes of this Section, competent and reliable scientific evidence must consist of  
23 human clinical testing of the product, or of an Essentially Equivalent Product, that  
24 is sufficient in quality and quantity based on standards generally accepted by  
25 experts in the relevant disease, condition, or function to which the representation  
26 relates, when considered in light of the entire body of relevant and reliable  
27 scientific evidence, to substantiate that the representation is true. Such testing  
28 must be: (1) randomized, double-blind, and placebo-controlled; and (2) conducted



1 by researchers qualified by training and experience to conduct such testing. In  
2 addition, all underlying or supporting data and documents generally accepted by  
3 experts in the field as relevant to an assessment of such testing as described in the  
4 Section entitled Preservation of Records Relating to Competent and Reliable  
5 Human Clinical Tests or Studies must be available for inspection and production to  
6 the Commission. Persons covered by this Section have the burden of proving that  
7 a product satisfies the definition of Essentially Equivalent Product.

8 **VI. PROHIBITED REPRESENTATIONS: OTHER HEALTH-RELATED**  
9 **CLAIMS**

10 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
11 officers, agents, employees, and attorneys, and all other persons in active concert  
12 or participation with any of them, who receive actual notice of this Order, whether  
13 acting directly or indirectly, in connection with the manufacturing, labeling,  
14 advertising, promotion, offering for sale, sale, or distribution of any Covered  
15 Product, are permanently restrained and enjoined from making, or assisting others  
16 in making, expressly or by implication, including through the use of a product  
17 name, endorsement, depiction, or illustration, any representation, other than  
18 representations covered under the Section of this Order entitled Prohibited  
19 Representations: Health-Related Claims Requiring Human Clinical Testing For  
20 Substantiation, about the health benefits, performance, efficacy, safety, or side  
21 effects of the product, unless the representation is non-misleading, and, at the time  
22 of making such representation, Jason Cardiff or Eunjung Cardiff possess and rely  
23 upon competent and reliable scientific evidence that is sufficient in quality and  
24 quantity based on standards generally accepted by experts in the relevant disease,  
25 condition, or function to which the representation relates, when considered in light  
26 of the entire body of relevant and reliable scientific evidence, to substantiate that  
27 the representation is true.

1 For purposes of this Section, competent and reliable scientific evidence  
2 means tests, analyses, research, or studies (1) that have been conducted and  
3 evaluated in an objective manner by experts in the relevant disease, condition, or  
4 function to which the representation relates; (2) that are generally accepted by such  
5 experts to yield accurate and reliable results; and (3) that are randomized, double-  
6 blind, and placebo-controlled human clinical testing of the Covered Product, or of  
7 an Essentially Equivalent Product, when such experts would generally require such  
8 human clinical testing to substantiate that the representation is true. In addition,  
9 when such tests or studies are human clinical tests or studies, all underlying or  
10 supporting data and documents generally accepted by experts in the field as  
11 relevant to an assessment of such testing as set forth in the Section entitled  
12 Preservation of Records Relating to Competent and Reliable Human Clinical Tests  
13 or Studies must be available for inspection and production to the Commission.  
14 Persons covered by this Section have the burden of proving that a product satisfies  
15 the definition of Essentially Equivalent Product.

16 **VII. PRESERVATION OF RECORDS RELATING TO COMPETENT**  
17 **AND RELIABLE HUMAN CLINICAL TESTS OR STUDIES**

18 **IT IS FURTHER ORDERED** that, with regard to any human clinical test  
19 or study (“test”) upon which Jason Cardiff or Eunjung Cardiff rely to substantiate  
20 any claim covered by this Order, they shall secure and preserve all underlying or  
21 supporting data and documents generally accepted by experts in the field as  
22 relevant to an assessment of the test, including:

23 A. All protocols and protocol amendments, reports, articles, write-ups, or  
24 other accounts of the results of the test, and drafts of such documents reviewed by  
25 the test sponsor or any other person not employed by the research entity;

26 B. All documents referring or relating to recruitment; randomization;  
27 instructions, including oral instructions, to participants; and participant  
28 compliance;

1 C. Documents sufficient to identify all test participants, including any  
2 participants who did not complete the test, and all communications with any  
3 participants relating to the test; all raw data collected from participants enrolled in  
4 the test, including any participants who did not complete the test; source  
5 documents for such data; any data dictionaries; and any case report forms;

6 D. All documents referring or relating to any statistical analysis of any  
7 test data, including any pretest analysis, intent-to-treat analysis, or between-group  
8 analysis performed on any test data; and

9 E. All documents referring or relating to the sponsorship of the test,  
10 including all communications and contracts between any sponsor and the test's  
11 researchers.

12 *Provided, however,* the preceding preservation requirement does not apply to a  
13 reliably reported test, unless the test was conducted, controlled, or sponsored, in  
14 whole or in part by: (1) Jason Cardiff or Eunjung Cardiff; (2) their officers, agents,  
15 representatives, or employees; (3) any other person or entity in active concert or  
16 participation with Jason Cardiff or Eunjung Cardiff; (4) any person or entity  
17 affiliated with or acting on behalf of Jason Cardiff or Eunjung Cardiff; (5) any  
18 supplier of any ingredient contained in the product at issue to any of the foregoing  
19 or to the product's manufacturer; or (6) the supplier or manufacturer of such  
20 product.

21 For purposes of this Section, "reliably reported test" means a report of the  
22 test has been published in a peer-reviewed journal, and such published report  
23 provides sufficient information about the test for experts in the relevant field to  
24 assess the reliability of the results.

25 For any test conducted, controlled, or sponsored, in whole or in part, by or  
26 on behalf of, Jason Cardiff or Eunjung Cardiff, they must establish and maintain  
27 reasonable procedures to protect the confidentiality, security, and integrity of any  
28 personal information collected from or about participants. These procedures must



1 be documented in writing and must contain administrative, technical, and physical  
2 safeguards appropriate to the size and complexity of the entity sponsoring the test,  
3 the nature and scope of that entity's activities, and the sensitivity of the personal  
4 information collected from or about the participants.

5 **VIII. PROHIBITED REPRESENTATIONS: TESTS, STUDIES, OR**  
6 **OTHER RESEARCH**

7 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
8 officers, agents, employees, and attorneys, and all other persons in active concert  
9 or participation with any of them, who receive actual notice of this Order, whether  
10 acting directly or indirectly, in connection with the manufacturing, labeling,  
11 advertising, promotion, offering for sale, sale, or distribution of any Covered  
12 Product are permanently restrained and enjoined from misrepresenting, or assisting  
13 others in misrepresenting, expressly or by implication, including through the use of  
14 any product name, endorsement, depiction, or illustration:

15 A. That the product is clinically proven to:

- 16 1. Help users quit smoking, including any specific representation  
17 about success rates or the ease or speed of quitting;
- 18 2. Cause or assist in causing weight loss, including any specific  
19 representation about the amount of weight loss;
- 20 3. Suppress or help suppress appetite;
- 21 4. Cause or assist in causing weight loss without dieting or any  
22 change in food or lifestyle;
- 23 5. Help users avoid gaining back any weight they lost;
- 24 6. Increase ejaculation control or the duration of sex;
- 25 7. Treat or prevent premature ejaculation; or
- 26 8. Be comparable or superior to other treatments for quitting  
27 smoking.

28 B. That the performance or benefits of the product are scientifically or

1 clinically proven or otherwise established; or

2 C. The existence, contents, validity, results, conclusions, or  
3 interpretations of any test, study, or other research.

4 **IX. FDA-APPROVED CLAIMS**

5 **IT IS FURTHER ORDERED** that nothing in this Order prohibits Jason  
6 Cardiff, Eunjung Cardiff, their officers, agents, employees, and attorneys, or all  
7 other persons in active concert or participation with any of them from:

8 A. For any Drug product, making a representation that is approved for  
9 inclusion in labeling for such Drug product under a new drug application or  
10 biologics license application approved by the Food and Drug Administration, or,  
11 for any nonprescription Drug product authorized by Section 505G of the Food,  
12 Drug, and Cosmetics Act, 21 U.S.C. § 355h, (“FDCA”) to be marketed without an  
13 approved new drug application, making a representation that is permitted or  
14 required to appear in its labeling in accordance with Section 505G(a)(1)-(3) of the  
15 FDCA, 21 U.S.C. § 355h(a)(1)-(3), or a final administrative order under Section  
16 505G(b) of the FDCA, 21 U.S.C. § 355h(b); and

17 B. For any product, making a representation that is specifically  
18 authorized for use in labeling for such product by regulations promulgated by the  
19 Food and Drug Administration pursuant to the Nutrition Labeling and Education  
20 Act of 1990 or permitted under Sections 303-304 of the Food and Drug  
21 Administration Modernization Act of 1997.

22 **X. PROHIBITED MISREPRESENTATIONS: ENDORSEMENTS**

23 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
24 officers, agents, employees, and attorneys, and all other persons in active concert  
25 or participation with any of them, who receive actual notice of this Order, whether  
26 acting directly or indirectly, in connection with the manufacturing, labeling,  
27 advertising, promotion, offering for sale, sale, or distribution of any Good or  
28 Service, are permanently restrained and enjoined from making, or assisting others

1 in making, any misrepresentation, expressly or by implication, (1) about the status  
2 of any endorser or person providing a review of the Good or Service, including a  
3 misrepresentation that the endorser or reviewer is an independent or ordinary user  
4 of the Good or Service, or (2) that any person or organization has endorsed any  
5 Good or Service.

6 **XI. PROHIBITED MISREPRESENTATIONS: U.S. ORIGIN CLAIMS**

7 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
8 officers, agents, employees, and attorneys, and all other persons in active concert  
9 or participation with any of them, who receive actual notice of this Order, whether  
10 acting directly or indirectly, in connection with the manufacturing, labeling,  
11 advertising, promotion, offering for sale, sale, or distribution of any Good or  
12 Service, or any other product, are permanently restrained and enjoined from  
13 making, or assisting others in making, any representation, expressly or by  
14 implication, that it is Made in the United States unless:

15 A. The final assembly or processing of the product occurs in the United  
16 States, all significant processing that goes into the product occurs in the United  
17 States, and all or virtually all ingredients or components of the product are made  
18 and sourced in the United States; or

19 B. A Clear and Conspicuous qualification appears immediately adjacent  
20 to the representation that accurately conveys the extent to which the product  
21 contains foreign parts, ingredients or components, and/or processing; or

22 C. For a claim that a product is assembled in the United States, the  
23 product is last substantially transformed in the United States, the product's  
24 principal assembly takes place in the United States, and United States assembly  
25 operations are substantial.

26 **XII. PROHIBITED REPRESENTATIONS: EARNINGS CLAIMS**

27 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
28 officers, agents, employees, and attorneys, and all other persons in active concert



1 or participation with any of them, who receive actual notice of this Order, whether  
2 acting directly or indirectly, in connection with the advertising, marketing,  
3 promotion, offering for sale, or sale of any Good or Service, including Business  
4 Ventures or Investment Opportunities, are permanently restrained and enjoined  
5 from:

6 A. Misrepresenting, or assisting others in misrepresenting, expressly or  
7 by implication, including through the use of any program name, endorsement,  
8 lifestyle description, depiction, or illustration, any material fact, including:

- 9 1. That participants will or are likely to achieve substantial sales  
10 or earn substantial income or profit;
- 11 2. The amount of sales, income, or profit that participants have  
12 actually earned;
- 13 3. The amount of time or effort required to earn an amount of  
14 compensation or to advance; or
- 15 4. The total costs or any material restrictions, limitations, or  
16 conditions;

17 B. Making any representation, expressly or by implication, including  
18 through the use of any program name, endorsement, lifestyle description,  
19 depiction, or illustration, regarding the amount of sales, income, or profit that a  
20 participant can expect to earn, including that participants will or are likely to  
21 achieve substantial sales or earn substantial income or profit, unless the  
22 representation is non-misleading, and, at the time it is made, Jason Cardiff or  
23 Eunjung Cardiff possess and rely upon competent and reliable evidence that is  
24 sufficient to substantiate that the representation is true.

25 **XIII. PROHIBITED MISREPRESENTATIONS: OTHER MATERIAL**  
26 **FACTS**

27 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
28 officers, agents, employees, and attorneys, and all other persons in active concert

1 or participation with any of them, who receive actual notice of this Order, whether  
2 acting directly or indirectly, in connection with the manufacturing, labeling,  
3 advertising, promotion, offering for sale, sale, or distribution of any Good or  
4 Service are permanently restrained and enjoined from misrepresenting, or assisting  
5 others in misrepresenting, expressly or by implication, including through the use of  
6 any product name, endorsement, depiction, or illustration, any material fact  
7 concerning such Good or Service, including:

- 8 A. The success rate or rate of customer satisfaction;
- 9 B. The total costs;
- 10 C. Any refund policy;
- 11 D. Any material restrictions, limitations, or conditions, including any  
12 conditions that might limit certain consumers' ability to obtain the full benefits of  
13 the proffered Good or Service;
- 14 E. Any material aspect of its performance, efficacy, nature, or central  
15 characteristics, including that the benefits of the proffered Good or Service can be  
16 obtained quickly or easily;
- 17 F. Any cost to the consumer to purchase, receive, use, or return the Good  
18 or Service;
- 19 G. That the consumer will not be Charged for any Good or Service;
- 20 H. That a Good or Service is offered on a "free," "trial," "sample,"  
21 "bonus," "gift," "no obligation," or "discounted" basis, or words of similar import,  
22 denoting or implying the absence of an obligation on the part of the recipient of the  
23 offer to affirmatively act in order to avoid Charges, including where a Charge will  
24 be assessed pursuant to the offer unless the consumer takes affirmative steps to  
25 prevent or stop such a Charge;
- 26 I. The timing or manner of any Charge or bill;
- 27 J. That the consumer can obtain a Good or Service for a processing,  
28 service, shipping, handling, or administrative fee with no further obligation;

1 K. The purpose(s) for which the consumer's Billing Information will be  
2 used;

3 L. The date by which the consumer will incur any obligation or be  
4 Charged unless the consumer takes affirmative steps to prevent or stop such a  
5 Charge;

6 M. That a transaction has been authorized by the consumer; or

7 N. Any material aspect of the nature or terms of a refund, cancellation,  
8 exchange, or repurchase policy for the Good or Service.

9 **XIV. PROHIBITIONS CONCERNING REFUNDS**

10 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
11 officers, agents, employees, and attorneys, and all other persons in active concert  
12 or participation with any of them, who receive actual notice of this Order, whether  
13 acting directly or indirectly, in connection with the manufacturing, labeling,  
14 advertising, promotion, offering for sale, sale, or distribution of any Good or  
15 Service, are permanently restrained and enjoined from failing to honor a refund,  
16 return, or cancellation request that complies with any policy to make refunds or  
17 allow returns or cancellations.

18 **XV. PROHIBITIONS RELATED TO MERCHANT ACCOUNTS**

19 **IT IS FURTHER ORDERED** that Jason Cardiff and Eunjung Cardiff, their  
20 officers, agents, employees, and attorneys, and all other persons in active concert  
21 or participation with any of them, who receive actual notice of this Order, whether  
22 acting directly or indirectly, are permanently restrained and enjoined from:

23 A. Credit Card Laundering;

24 B. Making, or assisting others in making, directly or by implication, any  
25 false or misleading statement in order to obtain Payment Processing services;

26 C. Failing to disclose to an Acquiring Bank or other Financial Institution,  
27 service provider, payment processor, independent sales organization, or other  
28 entity that enables a person to accept payments of any kind any material



1 information related to a Merchant Account including, but not limited to, the  
2 identity of any owner, manager, director, or officer of the applicant for or holder of  
3 a Merchant Account, and any connection between an owner, manager, director, or  
4 officer of the applicant for or holder of a Merchant Account and any third person  
5 who has been or is placed in a Merchant Account monitoring program, had a  
6 Merchant Account terminated by a payment processor or a Financial Institution, or  
7 has been fined or otherwise disciplined in connection with a Merchant Account by  
8 a payment processor or a Financial Institution; and

9 D. Engaging in any tactics to avoid fraud-and-risk-monitoring programs  
10 established by any Financial Institution, Acquiring Bank, or the operators of any  
11 payment system, including, but not limited to, tactics such as balancing or  
12 distributing sales transactions among multiple Merchant Accounts or merchant  
13 billing descriptors; splitting a single sales transaction into multiple smaller  
14 transactions; or using a shell company to apply for a Merchant Account.

15 **XVI. PROHIBITION AGAINST UNAUTHORIZED CHARGES**

16 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
17 officers, agents, employees, and attorneys, and all other persons in active concert  
18 or participation with any of them, who receive actual notice of this Order, whether  
19 acting directly or indirectly, in connection with the advertising, promotion, offering  
20 for sale, or sale of any Good or Service, are permanently restrained and enjoined  
21 from Charging, causing to be Charged, assisting others in Charging, or attempting  
22 to Charge any consumer, without obtaining the consumer's express informed  
23 consent to the Charge and having created and maintained a record of such consent.

24 **XVII. PROHIBITION AGAINST DEBITING CONSUMERS' BANK**

25 **ACCOUNTS WITHOUT AUTHORIZATION**

26 **IT IS FURTHER ORDERED** that Jason Cardiff, Eunjung Cardiff, their  
27 officers, agents, employees, and attorneys, and all other persons in active concert  
28 or participation with any of them, who receive actual notice of this Order, whether

1 acting directly or indirectly, in connection with the sale of any Good or Service,  
2 are permanently restrained and enjoined from:

3 A. Failing to timely obtain written authorization signed or similarly  
4 authenticated by the consumer for any Preauthorized Electronic Fund Transfer  
5 from a consumer's account before initiating any Preauthorized Electronic Fund  
6 Transfer; and

7 B. Failing to provide to the consumer a copy of a valid written  
8 authorization signed or similarly authenticated by the consumer for any  
9 Preauthorized Electronic Fund Transfer from a consumer's account.

10 **XVIII. CUSTOMER INFORMATION**

11 **IT IS FURTHER ORDERED** that:

12 A. Jason Cardiff, Eunjung Cardiff, their officers, agents, employees, and  
13 attorneys, and all other persons in active concert or participation with any of them,  
14 who receive actual notice of this Order, whether acting directly or indirectly, are  
15 permanently restrained and enjoined from:

- 16 1. Disclosing, using, or benefitting from, or assisting others in  
17 disclosing, using, or benefitting from customer information,  
18 including the name, address, telephone number, email address,  
19 social security number, other identifying information, or any  
20 data that enables access to a customer's account (including a  
21 credit card, bank account, or other financial account), that  
22 Corporate Defendants obtained prior to entry of this Order in  
23 connection with the advertising, promotion, offering for sale, or  
24 sale of Defendants' oral film strips or Rengalife; and
  - 25 2. Failing to destroy such customer information in all forms in  
26 their possession, custody, or control within 30 days after entry  
27 of this Order.
- 28

1           *Provided, however,* that customer information need not be disposed  
2           of, and may be disclosed, to the extent requested by a government  
3           agency or required by law, regulation, or court order.

4           B.     Upon termination of the receivership, the Receiver shall not return  
5           any customer information to the Defendants.

6           **XIX. ORDER ACKNOWLEDGMENTS**

7           **IT IS FURTHER ORDERED** that Jason Cardiff and Eunjung Cardiff  
8           obtain acknowledgments of receipt of this Order:

9           A.     Jason Cardiff and Eunjung Cardiff, within 7 days of entry of this  
10           Order, must submit to the Commission an acknowledgment of receipt of this Order  
11           sworn under penalty of perjury.

12           B.     For 20 years after entry of this Order, Jason Cardiff and Eunjung  
13           Cardiff for any business that such Defendant, individually or collectively with any  
14           other Defendants, is the majority owner or controls directly or indirectly, must  
15           deliver a copy of this Order to: (1) all principals, officers, directors, and LLC  
16           managers and members; (2) all employees having managerial responsibilities for  
17           conduct related to the subject matter of the Order and all agents and representatives  
18           who participate in conduct related to the subject matter of the Order; and (3) any  
19           business entity resulting from any change in structure as set forth in the Section  
20           titled Compliance Reporting. Delivery must occur within 7 days of entry of this  
21           Order for current personnel. For all others, delivery must occur before they  
22           assume their responsibilities.

23           C.     From each individual or entity to which Jason Cardiff or Eunjung  
24           Cardiff delivered a copy of this Order, that Defendant must obtain, within 30 days,  
25           a signed and dated acknowledgment of receipt of this Order.

26           **XX. COMPLIANCE REPORTING**

27           **IT IS FURTHER ORDERED** that Jason Cardiff and Eunjung Cardiff  
28           make timely submissions to the Commission:



1           A.     One year after entry of this Order, Jason Cardiff and Eunjung Cardiff  
2 must each submit a compliance report, sworn under penalty of perjury. Each of  
3 them must:

4               1.     Identify all telephone numbers and all physical, postal, email  
5 and Internet addresses, including all residences;

6               2.     Identify all business activities, including any business for which  
7 such Defendant performs services whether as an employee or otherwise and  
8 any entity in which such Defendant has any ownership interest;

9               3.     Describe in detail such Defendant's involvement in each such  
10 business, including title, role, responsibilities, participation, authority,  
11 control, and any ownership;

12              4.     Identify the primary physical, postal, and email address and  
13 telephone number, as designated points of contact, which representatives of  
14 the Commission may use to communicate with Defendant;

15              5.     Identify all of that Defendant's businesses by all of their names,  
16 telephone numbers, and physical, postal, email, and Internet addresses;

17              6.     Describe the activities of each business, including the Goods or  
18 Services offered, the means of manufacturing, labeling, advertising,  
19 promotion, offering for sale, sale or distribution, and the involvement of any  
20 other Defendant (which Jason Cardiff and Eunjung Cardiff must describe if  
21 they know or should know due to their own involvement);

22              7.     Describe in detail whether and how that Defendant is in  
23 compliance with each Section of this Order; and

24              8.     Provide a copy of each Order Acknowledgment obtained  
25 pursuant to this Order, unless previously submitted to the Commission.

26           B.     For 20 years after entry of this Order, Jason Cardiff and Eunjung  
27 Cardiff must each submit a compliance notice, sworn under penalty of perjury,  
28 within 14 days of any change in the following:

1           1.       Name, including aliases or fictitious name, or residence  
2       address;

3           2.       Title or role in any business activity, including any business for  
4       which such Defendant performs services whether as an employee or  
5       otherwise and any entity in which such Defendant has any ownership  
6       interest, and identify the name, physical address, and any Internet address of  
7       the business or entity;

8           3.       Any designated point of contact; or

9           4.       The structure of any entity that such Defendant has any  
10      ownership interest in or controls directly or indirectly that may affect  
11      compliance obligations arising under this Order, including: creation,  
12      merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate  
13      that engages in any acts or practices subject to this Order.

14      C.      Jason Cardiff and Eunjung Cardiff must submit to the Commission  
15      notice of the filing of any bankruptcy petition, insolvency proceeding, or similar  
16      proceeding by or against such Defendant within 14 days of its filing.

17      D.      Any submission to the Commission required by this Order to be  
18      sworn under penalty of perjury must be true and accurate and comply with 28  
19      U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under  
20      the laws of the United States of America that the foregoing is true and correct.  
21      Executed on: \_\_\_\_\_” and supplying the date, signatory’s full name, title (if  
22      applicable), and signature.

23      E.      Unless otherwise directed by a Commission representative in writing,  
24      all submissions to the Commission pursuant to this Order must be emailed to  
25      DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
26      Associate Director for Enforcement, Bureau of Consumer Protection, Federal  
27      Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The  
28      subject line must begin: FTC v. Jason Cardiff, et al., X190001.

1 **XXI. RECORDKEEPING**

2 **IT IS FURTHER ORDERED** that Jason Cardiff and Eunjung Cardiff must  
3 create certain records for 20 years after entry of the Order, and retain each such  
4 record for 5 years. Specifically, Jason Cardiff and Eunjung Cardiff, for any  
5 business that such Defendant, individually or collectively with any other  
6 Defendants, is a majority owner or controls directly or indirectly, must create and  
7 retain the following records:

8 A. Accounting records showing the revenues from all Goods or Services  
9 sold;

10 B. Personnel records showing, for each person providing services,  
11 whether as an employee or otherwise, that person's: name; addresses; telephone  
12 numbers; job title or position; dates of service; and (if applicable) the reason for  
13 termination;

14 C. Records of all consumer complaints and refund requests concerning  
15 the subject matter of this Order, whether received directly or indirectly, such as  
16 through a third party, and any response;

17 D. All records necessary to demonstrate full compliance with each  
18 provision of this Order, including all submissions to the Commission; and

19 E. A copy of each unique advertisement or other marketing material.

20 **XXII. COMPLIANCE MONITORING**

21 **IT IS FURTHER ORDERED** that, for the purpose of monitoring Jason  
22 Cardiff and Eunjung Cardiff's compliance with this Order:

23 A. Within 14 days of receipt of a written request from a representative of  
24 the Commission, Jason Cardiff and Eunjung Cardiff each must: submit additional  
25 compliance reports or other requested information, which must be sworn under  
26 penalty of perjury; appear for depositions; and produce documents for inspection  
27 and copying. The Commission is also authorized to obtain discovery, without  
28 further leave of court, using any of the procedures prescribed by Federal Rules of



1 Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and  
2 69.

3 B. For matters concerning this Order, the Commission is authorized to  
4 communicate directly with Jason Cardiff and Eunjung Cardiff. Jason Cardiff and  
5 Eunjung Cardiff must permit representatives of the Commission to interview any  
6 employee or other person affiliated with any Defendant who has agreed to such an  
7 interview. The person interviewed may have counsel present.

8 C. The Commission may use all other lawful means, including posing,  
9 through its representatives, as consumers, suppliers, or other individuals or entities,  
10 to Defendants or any individual or entity affiliated with Defendants, without the  
11 necessity of identification or prior notice. Nothing in this Order limits the  
12 Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of  
13 the FTC Act, 15 U.S.C. §§ 49, 57b-1.

14 D. Upon written request from a representative of the Commission, any  
15 consumer reporting agency must furnish consumer reports concerning Jason  
16 Cardiff and Eunjung Cardiff, pursuant to Section 604(1) of the Fair Credit  
17 Reporting Act, 15 U.S.C. §1681b(a)(1).

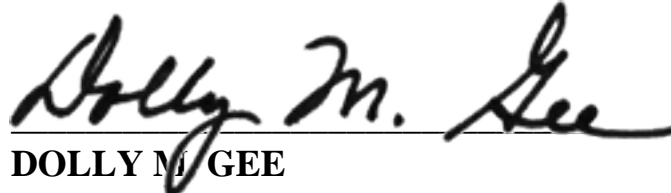
18 **XXIII. EXPIRATION OF PRELIMINARY INJUNCTION PROVISIONS**

19 A. Upon entry of this Order, the provisions of the Preliminary Injunction  
20 [Doc. # 59], including the asset freeze and receivership, shall expire, except to the  
21 extent provided in the Court's February 28, 2022 Order regarding discharge of the  
22 Receiver [Doc. # 702]. Upon the Receiver's completion of the tasks described in  
23 paragraphs 5 through 11 of that Order, and the Court's approval of the Receiver's  
24 final report, the Receiver will be discharged for all purposes.

1 **XXIV. RETENTION OF JURISDICTION**

2 **IT IS FURTHER ORDERED** that this Court retains jurisdiction of this  
3 matter for purposes of construction, modification, and enforcement of this Order.  
4

5 **SO ORDERED** this 1<sup>st</sup> day of March, 2022.  
6

7   
8  
9 **DOLLY M GEE**  
10 **UNITED STATES DISTRICT JUDGE**

# **EXHIBIT 19**

**CARDIFF MOTION**

**TO SUPPRESS**



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

	)	No. ED CV 18-2104-DMG (PLAx)
<b>Federal Trade Commission,</b>	)	
	)	DEFAULT JUDGMENT INCLUDING
Plaintiff,	)	PERMANENT INJUNCTION AS TO
	)	REDWOOD SCIENTIFIC
v.	)	TECHNOLOGIES, INC. (CA), REDWOOD
<b>Jason Cardiff, et al.,</b>	)	SCIENTIFIC TECHNOLOGIES, INC.
	)	(NV) REDWOOD SCIENTIFIC
Defendants.	)	TECHNOLOGIES, INC. (DE), IDENTIFY,
	)	LLC, ADVANCED MEN’S INSTITUTE
	)	PROLONGZ LLC, RUN AWAY
	)	PRODUCTS, LLC, AND CAROLS PLACE
	)	LIMITED PARTNERSHIP
	)	
	)	
	)	

On October 3, 2018, Plaintiff, the Federal Trade Commission (“FTC” or “the Commission”), filed its Complaint for Permanent Injunction and Other Equitable Relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §53(b), the Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. §§ 8401-8405, and the Electronic Fund Transfer Act

1 (“EFTA”), 15 U.S.C. §§ 1693-1693r, and Section 6 of the Telemarketing and  
2 Consumer Fraud and Abuse Prevention Act (the “Telemarketing Act”), 15 U.S.C.  
3 § 6105 and moved, pursuant to Fed. R. Civ. P. 65(b), for a temporary restraining  
4 order, asset freeze, other equitable relief, and an order to show cause why a  
5 preliminary injunction should not issue against Defendants Jason Cardiff, Eunjung  
6 Cardiff, a/k/a Eunjung Lee, a/k/a Eunjung No, Danielle Cadiz, a/k/a Danielle  
7 Walker, and corporate defendants, Redwood Scientific Technologies, Inc.  
8 (California), Redwood Scientific Technologies, Inc. (Nevada), Redwood Scientific  
9 Technologies, Inc. (Delaware), Identify, LLC, Advanced Men’s Institute Prolongz  
10 LLC, Run Away Products, LLC, and Carols Place Limited Partnership (“Corporate  
11 Defendants”). [Doc. # 1.]

12 This Court entered a temporary restraining order (“TRO”) on October 10,  
13 2018. [Doc. # 29.] On October 24, 2018, the Court entered a Preliminary  
14 Injunction with an asset freeze and appointed a receiver over the Corporate  
15 Defendants. [Doc. # 46.]

16 On March 5, 2019, the Commission filed an Application for the Clerk to  
17 Enter Defaults Against the Corporate Defendants Pursuant to Rule 55(a) of the  
18 Federal Rules of Civil Procedure. [Doc. ## 89, 89-1.] The Clerk entered default  
19 against the seven Corporate Defendants between March 5, 2019 and March 7,  
20 2019. [Doc. ## 91, 92, 96.]

21 On August 6, 2020, the Commission moved for entry of default judgments  
22 against all seven Corporate Defendants pursuant to Federal Rule of Civil Procedure  
23 55(b)(2) and Local Rule 55-1. [Doc. # 422.] The Commission filed its Proposed  
24 Default Judgment on September 3, 2021. [Doc. # 651.]

## 25 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

26 1. This action was initiated by the FTC under Section 13(b) of the FTC  
27 Act, 15 U.S.C. § 53(b), Section 5 of ROSCA, 15 U.S.C. § 8404, Section 918(c) of  
28 EFTA, 15 U.S.C. § 1693o(c), and Section 6 of the Telemarketing Act, 15 U.S.C. §

1 6105. The Commission's Complaint sought both permanent injunctive relief and  
2 equitable monetary relief for the acts and practices as alleged therein.

3 2. The Court has jurisdiction over this matter and over the Corporate  
4 Defendants and venue in this district is proper under 15 U.S.C. § 53(b) and 28  
5 U.S.C. §§ 1391(b)(1), (b)(2), (c)(1), (c)(2), and (d).

6 3. The Corporate Defendants' activities as alleged in the Commission's  
7 Complaint were in or affecting commerce, as defined in Section 4 of the FTC Act,  
8 15 U.S.C. § 44.

9 4. The Commission's Complaint stated a claim upon which relief can be  
10 granted against the Corporate Defendants.

11 5. The Corporate Defendants had proper notice of this lawsuit. They  
12 never filed an answer to the Complaint.

13 6. The allegations in the Commission's Complaint are taken as true  
14 against the Corporate Defendants.

15 7. Those allegations and evidence supporting them established that  
16 between 2013 and October 12, 2018, the Corporate Defendants violated:

- 17 a. Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and  
18 52, which prohibit unfair and deceptive acts or practices in or  
19 affecting commerce;
- 20 b. Section 4 of ROSCA, 15 U.S.C. § 8403, which prohibits  
21 charging consumers for goods or services sold in transactions  
22 effected on the Internet through a negative option feature, as  
23 that term is defined in the Commission's Telemarketing Sales  
24 Rule, 16 C.F.R. § 310.2(w), unless the seller: (a) clearly and  
25 conspicuously discloses all material terms of the transaction  
26 before obtaining the consumer's billing information; (b) obtains  
27 the consumer's express informed consent before making the  
28



charge; and (c) provides a simple mechanism to stop recurring charges;

c. Section 907(a) of EFTA, 15 U.S.C. § 1693e(a) and Section 1005.10(b) of EFTA's implementing Regulation E, 12 C.F.R. § 1005.10, which provides that a preauthorized electronic fund transfer (which is elsewhere defined as an electronic fund transfer authorized in advance to recur at substantially regular intervals) from a consumer's account may be authorized by the consumer only in a writing signed or similarly authenticated by the consumer, and require that a copy of such authorization shall be provided to the consumer when made; and

d. Section 310.4(b)(1)(v) of the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. § 310.4(b)(1)(v).

8. Jason Cardiff and Eunjung Cardiff operated the Corporate Defendants as a common enterprise. The Corporate Defendants "constitute[d] various iterations and shells of one another" and the Cardiffs and the Corporate Defendants were "all involved in the sale of the Products and . . . money, products, and employees flowed freely between them." Summary Judgment Order at 20 [Doc. # 511.]

9. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to issue injunctive relief against violations of the FTC Act. Section 19 of the FTC Act, § 57b, empowers the Court to grant such relief as it finds necessary to redress injury to consumers from the Defendants' violations of ROSCA and the TSR, including rescission or reformation of contracts and refund of money.

10. The danger of future violations by the Corporate Defendants justifies the issuance of permanent injunctive relief, including banning them from engaging in certain activities.

1           11. This action and the relief awarded herein are in addition to, and not in  
2 lieu of, other remedies as may be provided by law, including both civil and  
3 criminal remedies.

4           12. Pursuant to Federal Rule of Civil Procedure 65(d), this Order is  
5 binding upon the Corporate Defendants, their officers, agents, servants, employees,  
6 attorneys, wholly-owned subsidiaries, successors and assigns, and upon those  
7 persons or entities in active concert or participation with them who receive actual  
8 notice of this Order by personal service or otherwise.

9           13. Entry of this Order is in the public interest, and there being no just  
10 reason or delay, the Clerk is directed to enter judgment in favor of Plaintiff Federal  
11 Trade Commission immediately.

12           **THEREFORE, IT IS ORDERED** as follows:

13                           **DEFINITIONS**

14           For the purpose of this Order, the following definitions shall apply:

- 15           A.    **“Acquirer”** or **“Acquiring Bank”** means a business organization,  
16               Financial Institution, or an agent of a business organization or  
17               Financial Institution that has authority from an organization that  
18               operates or licenses a credit card system (e.g., Visa, MasterCard,  
19               American Express or Discover) to authorize Merchants to accept,  
20               transmit, or process payment by credit card through the credit card  
21               system for money, products, or anything else of value.
- 22           B.    **“Billing Information”** means any data that enables any person to  
23               access a consumer’s account, such as a credit card, checking, savings,  
24               share or similar account, utility bill, or mortgage loan account, or  
25               debit card.
- 26           C.    **“Business Venture”** means any written or oral business arrangement,  
27               however denominated, whether or not covered by 16 C.F.R. Part 437,  
28               that consists of the payment of any consideration for the right or

means to offer, sell, or distribute Goods or Services. The definition of Business Venture includes multilevel marketing programs.

D. **“Charge(s),” “Charged,” or “Charging”** means any attempt to collect money or other consideration from a consumer, including, but not limited to, causing Billing Information to be submitted for payment, including against the consumer’s credit card, debit card, bank account, telephone bill, or other account.

E. **“Clear(ly) and conspicuous(ly)”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.



5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
  6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
  7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
  8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.
- F. **“Covered Product”** means any Dietary Supplement, Food, Drug, or Device.
- G. **“Credit Card Laundering”** means: (a) presenting or depositing into, or causing or allowing another to present or deposit into, the credit card system for payment, a Credit Card Sales Draft generated by a transaction that is not the result of a credit card transaction between the cardholder and the Merchant; (b) employing, soliciting, or otherwise causing or allowing a Merchant, or an employee, representative, or agent of a Merchant, to present to or deposit into the credit card system for payment, a Credit Card Sales Draft generated by a transaction that is not the result of a credit card transaction between the cardholder and the Merchant; or (c) obtaining access to the credit card system through the use of a business relationship or an affiliation with a Merchant, when such access is not authorized by the Merchant Account agreement or the applicable credit card system.
- H. **“Credit Card Sales Draft”** means any record or evidence of a credit card transaction.

- 1 I. **“Corporate Defendant(s)”** means Redwood Scientific Technologies,  
2 Inc. (CA); Redwood Scientific Technologies, Inc. (NV); Redwood  
3 Scientific Technologies, Inc. (DE); Identify, LLC; Advanced Men’s  
4 Institute Prolongz LLC; Run Away Product, LLC; and Carols Place  
5 Limited Partnership, individually, collectively, or in any combination.
- 6 J. **“Defendant(s)”** means Jason Cardiff, Eunjung Cardiff, and the  
7 Corporate Defendants, individually, collectively, or in any  
8 combination.
- 9 K. **“Device”** means an instrument, apparatus, implement, machine,  
10 contrivance, implant, in vitro reagent, or other similar or related  
11 article, including any component, part, or accessory, which is (1)  
12 recognized in the official National Formulary, or the United States  
13 Pharmacopeia, or any supplement to them; (2) intended for use in the  
14 diagnosis of disease or other conditions, or in the cure, mitigation,  
15 treatment, or prevention of disease, in humans or other animals; or (3)  
16 intended to affect the structure or any function of the body of humans  
17 or other animals; and which does not achieve any of its principal  
18 intended purposes through chemical action within or on the body of  
19 humans or other animals and which is not dependent upon being  
20 metabolized for the achievement of any of its principal intended  
21 purposes.
- 22 L. **“Dietary Supplement”** means: (1) any product labeled as a Dietary  
23 Supplement or otherwise represented as a Dietary Supplement; or (2)  
24 any pill, tablet, capsule, powder, softgel, gelcap, liquid, or other  
25 similar form containing one or more ingredients that are a vitamin,  
26 mineral, herb or other botanical, amino acid, probiotic, or other  
27 dietary substance for use by humans to supplement the diet by  
28 increasing the total dietary intake, or a concentrate, metabolite,

constituent, extract, or combination of any ingredient described above, that is intended to be ingested, and is not represented to be used as a conventional Food or as a sole item of a meal or the diet.

M. **“Drug”** means: (1) articles recognized in the official United States Pharmacopoeia, official Homoeopathic Pharmacopoeia of the United States, or official National Formulary, or any supplement to any of them; (2) articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or other animals; (3) articles (other than food) intended to affect the structure or any function of the body of humans or other animals; and (4) articles intended for use as a component of any article specified in (1), (2), or (3); but does not include devices or their components, parts, or accessories.

N. **“Essentially Equivalent Product”** means a product that contains the identical ingredients, except for inactive ingredients (e.g., binders, colors, fillers, excipients) in the same form and dosage, and with the same route of administration (e.g., orally, sublingually), as the Covered Product; *provided that* the Covered Product may contain additional ingredients if reliable scientific evidence generally accepted by experts in the field indicates that the amount and combination of additional ingredients is unlikely to impede or inhibit the effectiveness of the ingredients in the Essentially Equivalent Product.

O. **“Financial Institution”** means any institution the business of which is engaging in financial activities as described in section 4(k) of the Bank Holding Company Act of 1956 (12 U.S.C. § 1843(k)). An institution that is significantly engaged in financial activities is a Financial Institution.



- 1 P. **“Food”** means: (1) any article used for food or drink for humans or  
2 other animals; (2) chewing gum; and (3) any article used for  
3 components of any such article.
- 4 Q. **“Good(s) or Service(s)”** includes merchandise, products, plans, or  
5 programs.
- 6 R. **“Investment Opportunity”** means anything, tangible or intangible,  
7 that is offered, offered for sale, sold, or traded based wholly or in part  
8 on representations, either express or implied, about past, present, or  
9 future income, profit, or appreciation.
- 10 S. **“Made in the United States”** means any representation, express or  
11 implied, that a product, or a specified component thereof, is of U.S.-  
12 origin, including a representation that such product is “made,”  
13 “manufactured,” “built,” or “produced” in the United States or in  
14 America, or any other U.S.-origin claim.
- 15 T. **“Merchant”** means (a) any person or entity engaged in the sale or  
16 marketing of any goods or services, or soliciting a charitable  
17 contribution, or (b) any person or entity who applies for or obtains  
18 Payment Processing services.
- 19 U. **“Merchant Account”** means any account with an Acquiring Bank or  
20 other Financial Institution, service provider, payment processor,  
21 independent sales organization, or other entity that enables an  
22 individual, a business, or other organization to accept payments of any  
23 kind.
- 24 V. **“Negative Option Feature”** means, in an offer or agreement to sell or  
25 provide any Good or Service, a provision under which the consumer’s  
26 silence or failure to take affirmative action to reject a Good or  
27 Service, or to cancel the agreement, is interpreted by the seller or  
28 provider as acceptance or continuing acceptance of the offer.

W. **“Payment Processing”** means providing a person or entity, directly or indirectly, with the means used to charge or debit accounts through the use of any payment method or mechanism, including, but not limited to, remotely created payment orders, remotely created checks, ACH debits, or debit, credit, prepaid, or stored value cards. Whether accomplished through the use of software or otherwise, Payment Processing includes, among other things: (a) reviewing and approving Merchant applications for payment processing services; (b) providing the means to transmit sales transactions data from Merchants to Acquiring Banks or other Financial Institutions; (c) clearing, settling, or distributing proceeds of sales transactions from Acquiring Banks or Financial Institutions to Merchants; or (d) processing chargebacks or returned remotely created payment orders, remotely created checks, or ACH checks.

X. **“Person”** means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, or any other group or combination acting as an entity.

Y. **“Preauthorized Electronic Fund Transfer”** means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

Z. **“Receiver”** means Robb Evans & Associates, LLC.

## ORDER

## I. BAN ON NEGATIVE OPTION SALES

**IT IS ORDERED** that Corporate Defendants, whether acting directly or through an intermediary, are permanently restrained and enjoined from the advertising, marketing, promotion, offering for sale, or sale of any Good or Service with a Negative Option Feature.

## II. BAN ON ROBOCALLS AND RINGLESS VOICEMAILS

1       **IT IS FURTHER ORDERED** that Corporate Defendants, whether acting  
2 directly or through an intermediary, are permanently restrained and enjoined from  
3 initiating telephone calls delivering prerecorded messages, including ringless  
4 voicemails.

5       **III. BAN ON MULTILEVEL MARKETING**

6       **IT IS FURTHER ORDERED** that Corporate Defendants, whether acting  
7 directly or through an intermediary, are permanently restrained and enjoined from  
8 engaging or participating in any multilevel marketing program.

9       **IV. BAN ON THE ADVERTISING, MARKETING, PROMOTION,**  
10       **OFFERING FOR SALE, OR SALE OF DISSOLVABLE ORAL FILM**  
11       **STRIPS TO END-USER CONSUMERS**

12       **IT IS FURTHER ORDERED** that Corporate Defendants, whether acting  
13 directly or through an intermediary, are permanently restrained and enjoined from  
14 the advertising, marketing, promoting, or offering for sale of any dissolvable oral  
15 film strip to end-user consumers.

16       **V. PROHIBITED REPRESENTATIONS: REGARDING HEALTH-**  
17       **RELATED CLAIMS REQUIRING HUMAN CLINICAL TESTING**  
18       **FOR SUBSTANTIATION**

19       **IT IS FURTHER ORDERED** that Corporate Defendants, their officers,  
20 agents, employees, and attorneys, and all other persons in active concert or  
21 participation with any of them, who receive actual notice of this Order, whether  
22 acting directly or indirectly, in connection with the manufacturing, labeling,  
23 advertising, promotion, offering for sale, sale, or distribution of any Covered  
24 Product are permanently restrained and enjoined from making, or assisting others  
25 in making, expressly or by implication, including through the use of a product  
26 name, endorsement, depiction, or illustration, any representation that such product:

- 27       A. Helps users quit smoking, including any specific representation about  
28 success rates or the ease or speed of quitting;



- 1 B. Causes or assists in causing weight loss, including any specific
- 2 representation about the amount of weight loss;
- 3 C. Suppresses or helps suppress appetite;
- 4 D. Causes or assists in causing weight loss without dieting or any change
- 5 in food or lifestyle;
- 6 E. Helps users avoid gaining back any weight they lost;
- 7 F. Increases ejaculation control or the duration of sex;
- 8 G. Treats or prevents premature ejaculation;
- 9 H. Cures, mitigates, or treats any disease; or
- 10 I. Is comparable or superior to other treatments for quitting smoking,
- 11 weight loss, or sexual performance, or in curing, mitigating, or
- 12 treating any disease,

13 unless the representation is non-misleading, and, at the time of making such  
14 representation, Corporate Defendants possess and rely upon competent and reliable  
15 scientific evidence substantiating that the representation is true. For purposes of  
16 this Section, competent and reliable scientific evidence must consist of human  
17 clinical testing of the product, or of an Essentially Equivalent Product, that is  
18 sufficient in quality and quantity based on standards generally accepted by experts  
19 in the relevant disease, condition, or function to which the representation relates,  
20 when considered in light of the entire body of relevant and reliable scientific  
21 evidence, to substantiate that the representation is true. Such testing must be: (1)  
22 randomized, double-blind, and placebo-controlled; and (2) conducted by  
23 researchers qualified by training and experience to conduct such testing. In  
24 addition, all underlying or supporting data and documents generally accepted by  
25 experts in the field as relevant to an assessment of such testing as described in the  
26 Section entitled Preservation of Records Relating to Competent and Reliable  
27 Human Clinical Tests or Studies must be available for inspection and production to  
28

1 the Commission. Persons covered by this Section have the burden of proving that  
2 a product satisfies the definition of Essentially Equivalent Product.

3 **VI. PROHIBITED REPRESENTATIONS: OTHER HEALTH-RELATED**  
4 **CLAIMS**

5 **IT IS FURTHER ORDERED** that Corporate Defendants, their officers,  
6 agents, employees, and attorneys, and all other persons in active concert or  
7 participation with any of them, who receive actual notice of this Order, whether  
8 acting directly or indirectly, in connection with the manufacturing, labeling,  
9 advertising, promotion, offering for sale, sale, or distribution of any Covered  
10 Product, are permanently restrained and enjoined from making, or assisting others  
11 in making, expressly or by implication, including through the use of a product  
12 name, endorsement, depiction, or illustration, any representation, other than  
13 representations covered under the Section of this Order entitled Prohibited  
14 Representations: Regarding Health-Related Claims Requiring Human Clinical  
15 Testing For Substantiation, about the health benefits, performance, efficacy, safety,  
16 or side effects of the product, unless the representation is non-misleading, and, at  
17 the time of making such representation, Corporate Defendants possess and rely  
18 upon competent and reliable scientific evidence that is sufficient in quality and  
19 quantity based on standards generally accepted by experts in the relevant disease,  
20 condition, or function to which the representation relates, when considered in light  
21 of the entire body of relevant and reliable scientific evidence, to substantiate that  
22 the representation is true.

23 For purposes of this Section, competent and reliable scientific evidence  
24 means tests, analyses, research, or studies (1) that have been conducted and  
25 evaluated in an objective manner by experts in the relevant disease, condition, or  
26 function to which the representation relates; (2) that are generally accepted by such  
27 experts to yield accurate and reliable results; and (3) that are randomized, double-  
28 blind, and placebo-controlled human clinical testing of the Covered Product, or of

1 an Essentially Equivalent Product, when such experts would generally require such  
2 human clinical testing to substantiate that the representation is true. In addition,  
3 when such tests or studies are human clinical tests or studies, all underlying or  
4 supporting data and documents generally accepted by experts in the field as  
5 relevant to an assessment of such testing as set forth in the Section entitled  
6 Preservation of Records Relating to Competent and Reliable Human Clinical Tests  
7 or Studies must be available for inspection and production to the Commission.  
8 Persons covered by this Section have the burden of proving that a product satisfies  
9 the definition of Essentially Equivalent Product.

10 **VII. PRESERVATION OF RECORDS RELATING TO COMPETENT**  
11 **AND RELIABLE HUMAN CLINICAL TESTS OR STUDIES**

12 **IT IS FURTHER ORDERED** that, with regard to any human clinical test  
13 or study (“test”) upon which Corporate Defendants rely to substantiate any claim  
14 covered by this Order, they shall secure and preserve all underlying or supporting  
15 data and documents generally accepted by experts in the field as relevant to an  
16 assessment of the test, including:

- 17 A. All protocols and protocol amendments, reports, articles, write-ups, or  
18 other accounts of the results of the test, and drafts of such documents  
19 reviewed by the test sponsor or any other person not employed by the  
20 research entity;
- 21 B. All documents referring or relating to recruitment; randomization;  
22 instructions, including oral instructions, to participants; and  
23 participant compliance;
- 24 C. Documents sufficient to identify all test participants, including any  
25 participants who did not complete the test, and all communications  
26 with any participants relating to the test; all raw data collected from  
27 participants enrolled in the test, including any participants who did not  
28



complete the test; source documents for such data; any data  
dictionaries; and any case report forms;

D. All documents referring or relating to any statistical analysis of any  
test data, including any pretest analysis, intent-to-treat analysis, or  
between-group analysis performed on any test data; and

E. All documents referring or relating to the sponsorship of the test,  
including all communications and contracts between any sponsor and  
the test's researchers.

*Provided, however,* the preceding preservation requirement does not apply to a  
reliably reported test, unless the test was conducted, controlled, or sponsored, in  
whole or in part by: (1) Corporate Defendants; (2) their officers, agents,  
representatives, or employees; (3) any other person or entity in active concert or  
participation with Corporate Defendants; (4) any person or entity affiliated with or  
acting on behalf of Corporate Defendants; (5) any supplier of any ingredient  
contained in the product at issue to any of the foregoing or to the product's  
manufacturer; or (6) the supplier or manufacturer of such product.

For purposes of this Section, "reliably reported test" means a report of the  
test has been published in a peer-reviewed journal, and such published report  
provides sufficient information about the test for experts in the relevant field to  
assess the reliability of the results.

For any test conducted, controlled, or sponsored, in whole or in part, by or  
on behalf of, Corporate Defendants, they must establish and maintain reasonable  
procedures to protect the confidentiality, security, and integrity of any personal  
information collected from or about participants. These procedures must be  
documented in writing and must contain administrative, technical, and physical  
safeguards appropriate to the size and complexity of the entity sponsoring the test,  
the nature and scope of that entity's activities, and the sensitivity of the personal  
information collected from or about the participants.

**VIII. PROHIBITED REPRESENTATIONS: TESTS, STUDIES, OR  
OTHER RESEARCH**

**IT IS FURTHER ORDERED** that Corporate Defendants, their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Covered Product are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication, including through the use of any product name, endorsement, depiction, or illustration:

- A. That the product is clinically proven to:
1. Help users quit smoking, including any specific representation about success rates or the ease or speed of quitting;
  2. Cause or assist in causing weight loss, including any specific representation about the amount of weight loss;
  3. Suppress or help suppress appetite;
  4. Cause or assist in causing weight loss without dieting or any change in food or lifestyle;
  5. Help users avoid gaining back any weight they lost;
  6. Increase ejaculation control or the duration of sex;
  7. Treat or prevent premature ejaculation; or
  8. Be comparable or superior to other treatments for quitting smoking.
- B. That the performance or benefits of the product are scientifically or clinically proven or otherwise established; or  
The existence, contents, validity, results, conclusions, or interpretations of any test, study, or other research.

1 **IX. FDA-APPROVED CLAIMS**

2 **IT IS FURTHER ORDERED** that nothing in this Order prohibits  
3 Corporate Defendants, their officers, agents, employees, and attorneys, or all other  
4 persons in active concert or participation with any of them from:

5 A. For any Drug product, making a representation that is approved for  
6 inclusion in labeling for such Drug product under a new drug application or  
7 biologics license application approved by the Food and Drug Administration, or,  
8 for any nonprescription Drug product authorized by Section 505G of the Food,  
9 Drug, and Cosmetics Act, 21 U.S.C. § 355h (“FDCA”) to be marketed without an  
10 approved new drug application, making a representation that is permitted or  
11 required to appear in its labeling in accordance with Section 505G(a)(1)-(3) of the  
12 FDCA, 21 U.S.C. § 355h(a)(1)-(3), or a final administrative order under Section  
13 505G(b) of the FDCA, 21 U.S.C. § 355h(b); and

14 B. For any product, making a representation that is specifically  
15 authorized for use in labeling for such product by regulations promulgated by the  
16 Food and Drug Administration pursuant to the Nutrition Labeling and Education  
17 Act of 1990 or permitted under Sections 303-304 of the Food and Drug  
18 Administration Modernization Act of 1997.

19 **X. PROHIBITED MISREPRESENTATIONS: ENDORSEMENTS**

20 **IT IS FURTHER ORDERED** that Corporate Defendants, their officers,  
21 agents, employees, and attorneys, and all other persons in active concert or  
22 participation with any of them, who receive actual notice of this Order, whether  
23 acting directly or indirectly, in connection with the manufacturing, labeling,  
24 advertising, promotion, offering for sale, sale, or distribution of any Good or  
25 Service, are permanently restrained and enjoined from making, or assisting others  
26 in making, any misrepresentation, expressly or by implication, (1) about the status  
27 of any endorser or person providing a review of the Good or Service, including a  
28 misrepresentation that the endorser or reviewer is an independent or ordinary user



1 of the Good or Service, or (2) that any person or organization has endorsed any  
2 Good or Service.

3 **XI. PROHIBITED MISREPRESENTATIONS: U.S. ORIGIN CLAIMS**

4 **IT IS FURTHER ORDERED** that Corporate Defendants, their officers,  
5 agents, employees, and attorneys, and all other persons in active concert or  
6 participation with any of them, who receive actual notice of this Order, whether  
7 acting directly or indirectly, in connection with the manufacturing, labeling,  
8 advertising, promotion, offering for sale, sale, or distribution of any Good or  
9 Service, or any other product, are permanently restrained and enjoined from  
10 making, or assisting others in making, any representation, expressly or by  
11 implication, that it is Made in the United States unless:

- 12 A. The final assembly or processing of the product occurs in the United  
13 States, all significant processing that goes into the product occurs in  
14 the United States, and all or virtually all ingredients or components of  
15 the product are made and sourced in the United States; or  
16 B. A Clear and Conspicuous qualification appears immediately adjacent  
17 to the representation that accurately conveys the extent to which the  
18 product contains foreign parts, ingredients or components, and/or  
19 processing; or  
20 C. For a claim that a product is assembled in the United States, the  
21 product is last substantially transformed in the United States, the  
22 product's principal assembly takes place in the United States, and  
23 United States assembly operations are substantial.

24 **XII. PROHIBITED REPRESENTATIONS: EARNINGS CLAIMS**

25 **IT IS FURTHER ORDERED** that Corporate Defendants, their officers,  
26 agents, employees, and attorneys, and all other persons in active concert or  
27 participation with any of them, who receive actual notice of this Order, whether  
28 acting directly or indirectly, in connection with the advertising, marketing,

1 promotion, offering for sale, or sale of any Good or Service, including Business  
2 Ventures or Investment Opportunities, are permanently restrained and enjoined  
3 from:

4 A. Misrepresenting, or assisting others in misrepresenting, expressly or  
5 by implication, including through the use of any program name,  
6 endorsement, lifestyle description, depiction, or illustration, any  
7 material fact, including:

- 8 1. That participants will or are likely to achieve substantial sales or  
9 earn substantial income or profit;
- 10 2. The amount of sales, income, or profit that participants have  
11 actually earned;
- 12 3. The amount of time or effort required to earn an amount of  
13 compensation or to advance; or
- 14 4. The total costs or any material restrictions, limitations, or  
15 conditions;

16 B. Making any representation, expressly or by implication, including  
17 through the use of any program name, endorsement, lifestyle  
18 description, depiction, or illustration, regarding the amount of sales,  
19 income, or profit that a participant can expect to earn, including that  
20 participants will or are likely to achieve substantial sales or earn  
21 substantial income or profit, unless the representation is non-  
22 misleading, and, at the time such representation is made, Corporate  
23 Defendants possess and rely upon competent and reliable evidence  
24 that is sufficient to substantiate that the representation is true.

25 **XIII. PROHIBITED MISREPRESENTATIONS: OTHER MATERIAL**  
26 **FACTS**

27 **IT IS FURTHER ORDERED** that Corporate Defendants, their officers,  
28 agents, employees, and attorneys, and all other persons in active concert or

1 participation with any of them, who receive actual notice of this Order, whether  
2 acting directly or indirectly, in connection with the manufacturing, labeling,  
3 advertising, promoting, offering for sale, sale, or distribution of any Good or  
4 Service are permanently restrained and enjoined from misrepresenting, or assisting  
5 others in misrepresenting, expressly or by implication, including through the use of  
6 any product name, endorsement, depiction, or illustration, any material fact  
7 concerning such Good or Service, including:

- 8 A. The success rate or rate of customer satisfaction;
  - 9 B. The total costs;
  - 10 C. Any refund policy;
  - 11 D. Any material restrictions, limitations, or conditions, including any  
12 conditions that might limit certain consumers' ability to obtain the full  
13 benefits of the proffered Good or Service;
  - 14 E. Any material aspect of its performance, efficacy, nature, or central  
15 characteristics, including that the benefits of the proffered Good or  
16 Service can be obtained quickly or easily;
  - 17 F. Any cost to the consumer to purchase, receive, use, or return the Good  
18 or Service;
  - 19 G. That the consumer will not be Charged for any Good or Service;
  - 20 H. That a Good or Service is offered on a "free," "trial," "sample,"  
21 "bonus," "gift," "no obligation," or "discounted" basis, or words of  
22 similar import, denoting or implying the absence of an obligation on  
23 the part of the recipient of the offer to affirmatively act in order to  
24 avoid Charges, including where a Charge will be assessed pursuant to  
25 the offer unless the consumer takes affirmative steps to prevent or  
26 stop such a Charge;
  - 27 I. The timing or manner of any Charge or bill;
- 28



J. That the consumer can obtain a Good or Service for a processing, service, shipping, handling, or administrative fee with no further obligation;

K. The purpose(s) for which the consumer's Billing Information will be used;

L. The date by which the consumer will incur any obligation or be Charged unless the consumer takes affirmative steps to prevent or stop such a Charge;

M. That a transaction has been authorized by the consumer; or

N. Any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for the Good or Service.

#### **XIV. PROHIBITIONS CONCERNING REFUNDS**

**IT IS FURTHER ORDERED** that Corporate Defendants, their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Good or Service, are permanently restrained and enjoined from failing to honor a refund, return, or cancellation request that complies with any policy of Corporate Defendants to make refunds or allow returns or cancellations.

#### **XV. PROHIBITIONS RELATED TO MERCHANT ACCOUNTS**

**IT IS FURTHER ORDERED** that Corporate Defendants, their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order are permanently restrained and enjoined from:

A. Credit Card Laundering;

- 1 B. Making, or assisting others in making, directly or by implication, any  
2 false or misleading statement in order to obtain Payment Processing  
3 services;
- 4 C. Failing to disclose to an Acquiring Bank or other Financial Institution,  
5 service provider, payment processor, independent sales organization,  
6 or other entity that enables a person to accept payments of any kind  
7 any material information related to a Merchant Account including, but  
8 not limited to, the identity of any owner, manager, director, or officer  
9 of the applicant for or holder of a Merchant Account, and any  
10 connection between an owner, manager, director, or officer of the  
11 applicant for or holder of a Merchant Account and any third person  
12 who has been or is placed in a Merchant Account monitoring  
13 program, had a Merchant Account terminated by a payment processor  
14 or a Financial Institution, or has been fined or otherwise disciplined in  
15 connection with a Merchant Account by a payment processor or a  
16 Financial Institution; and
- 17 D. Engaging in any tactics to avoid fraud-and-risk-monitoring programs  
18 established by any Financial Institution, Acquiring Bank, or the  
19 operators of any payment system, including, but not limited to, tactics  
20 such as balancing or distributing sales transactions among multiple  
21 Merchant Accounts or merchant billing descriptors; splitting a single  
22 sales transaction into multiple smaller transactions; or using a shell  
23 company to apply for a Merchant Account.

24 **XVI. PROHIBITION AGAINST UNAUTHORIZED CHARGES**

25 **IT IS FURTHER ORDERED** that Corporate Defendants, their officers,  
26 agents, employees, and attorneys, and all other persons in active concert or  
27 participation with any of them, who receive actual notice of this Order, whether  
28 acting directly or indirectly, in connection with the advertising, promotion, offering

1 for sale, or sale of any Good or Service, are permanently restrained and enjoined  
2 from Charging, causing to be Charged, assisting others in Charging, or attempting  
3 to Charge any consumer, without obtaining the consumer's express informed  
4 consent to the Charge and having created and maintained a record of such consent.

5 **XVII. PROHIBITION AGAINST DEBITING CONSUMERS' BANK**

6 **ACCOUNTS WITHOUT AUTHORIZATION**

7 **IT IS FURTHER ORDERED** that Corporate Defendants, their officers,  
8 agents, employees, and attorneys, and all other persons in active concert or  
9 participation with any of them, who receive actual notice of this Order, whether  
10 acting directly or indirectly, in connection with the sale of any Good or Service,  
11 are permanently restrained and enjoined from:

- 12 A. Failing to timely obtain written authorization signed or similarly  
13 authenticated by the consumer for any Preauthorized Electronic Fund  
14 Transfer from a consumer's account before initiating any  
15 Preauthorized Electronic Fund Transfer; and  
16 B. Failing to provide to the consumer a copy of a valid written  
17 authorization signed or similarly authenticated by the consumer for  
18 any Preauthorized Electronic Fund Transfer from a consumer's  
19 account.

20 **XVIII. CUSTOMER INFORMATION**

21 **IT IS FURTHER ORDERED** that:

22 A. Corporate Defendants, their officers, agents, employees, and  
23 attorneys, and all other persons in active concert or participation with any of  
24 them, who receive actual notice of this Order, whether acting directly or  
25 indirectly, are permanently restrained and enjoined from:

- 26 1. Disclosing, using, or benefitting from, or assisting others in  
27 disclosing, using, or benefitting from, customer information,  
28 including the name, address, telephone number, email address,



1 social security number, other identifying information, or any  
2 data that enables access to a customer's account (including a  
3 credit card, bank account, or other financial account), that  
4 Corporate Defendants obtained prior to entry of this Order in  
5 connection with the advertising, promotion, offering for sale, or  
6 sale of Defendants' oral film strips or Rengalife; and

- 7 2. Failing to destroy such customer information in all forms in  
8 their possession, custody, or control within 30 days after entry  
9 of this Order.

10 *Provided, however,* that customer information need not be disposed  
11 of, and may be disclosed, to the extent requested by a government  
12 agency or required by law, regulation, or court order.

13 B. Upon termination of the receivership, the Receiver shall not return  
14 any customer information to the Defendants.

15 **XIX. ORDER ACKNOWLEDGMENTS**

16 **IT IS FURTHER ORDERED** that Corporate Defendants obtain  
17 acknowledgments of receipt of this Order:

- 18 A. Corporate Defendants, within 7 days of entry of this Order, must  
19 submit to the Commission an acknowledgment of receipt of this Order  
20 sworn under penalty of perjury.
- 21 B. For 20 years after entry of this Order, Corporate Defendants for any  
22 business that such Defendant, individually or collectively with any  
23 other Defendants, is the majority owner or controls directly or  
24 indirectly, must deliver a copy of this Order to: (1) all principals,  
25 officers, directors, and LLC managers and members; (2) all  
26 employees having managerial responsibilities for conduct related to  
27 the subject matter of the Order and all agents and representatives who  
28 participate in conduct related to the subject matter of the Order; and

(3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which Corporate Defendants delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

**XX. COMPLIANCE REPORTING**

**IT IS FURTHER ORDERED** that Corporate Defendants make timely submissions to the Commission:

- A. One year after entry of this Order, Corporate Defendants must each submit a compliance report, sworn under penalty of perjury. Each of them must:
1. Identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences;
  2. Identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest;
  3. Describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership;
  4. Identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Defendant;

5. Identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
  6. Describe the activities of each business, including the Goods or Services offered, the means of manufacturing, labeling, advertising, promotion, offering for sale, sale or distribution, and the involvement of any other Defendant (which Corporate Defendants must describe if they know or should know due to their own involvement);
  7. Describe in detail whether and how that Defendant is in compliance with each Section of this Order; and
  8. Provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.
- B. For 20 years after entry of this Order, Corporate Defendants must each submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:
1. Name, including aliases or fictitious name, or residence address;
  2. Title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity;
  3. Any designated point of contact; or
  4. The structure of any entity that such Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any

1 subsidiary, parent, or affiliate that engages in any acts or practices  
2 subject to this Order.

3 C. Corporate Defendants must submit to the Commission notice of the  
4 filing of any bankruptcy petition, insolvency proceeding, or similar  
5 proceeding by or against such Defendant within 14 days of its filing.

6 D. Any submission to the Commission required by this Order to be  
7 sworn under penalty of perjury must be true and accurate and comply  
8 with 28 U.S.C. § 1746, such as by concluding: “I declare under  
9 penalty of perjury under the laws of the United States of America that  
10 the foregoing is true and correct. Executed on: \_\_\_\_\_” and supplying  
11 the date, signatory’s full name, title (if applicable), and signature.

12 E. Unless otherwise directed by a Commission representative in writing,  
13 all submissions to the Commission pursuant to this Order must be  
14 emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S.  
15 Postal Service) to: Associate Director for Enforcement, Bureau of  
16 Consumer Protection, Federal Trade Commission, 600 Pennsylvania  
17 Avenue NW, Washington, DC 20580. The subject line must begin:  
18 FTC v. Jason Cardiff, et al., X190001.

19 **XXI. RECORDKEEPING**

20 **IT IS FURTHER ORDERED** that Corporate Defendants must create  
21 certain records for 20 years after entry of the Order, and retain each such record for  
22 5 years. Specifically, Corporate Defendants, for any business that each such  
23 Defendant, individually or collectively with any other Defendant, is a majority  
24 owner or controls directly or indirectly, must create and retain the following  
25 records:

26 A. Accounting records showing the revenues from all Goods or Services  
27 sold;  
28



- 1 B. Personnel records showing, for each person providing services,  
2 whether as an employee or otherwise, that person's: name; addresses;  
3 telephone numbers; job title or position; dates of service; and (if  
4 applicable) the reason for termination;
- 5 C. Records of all consumer complaints and refund requests concerning  
6 the subject matter of this Order, whether received directly or  
7 indirectly, such as through a third party, and any response;
- 8 D. All records necessary to demonstrate full compliance with each  
9 provision of this Order, including all submissions to the Commission;  
10 and
- 11 E. A copy of each unique advertisement or other marketing material.

## 12 **XXII. COMPLIANCE MONITORING**

13 **IT IS FURTHER ORDERED** that, for the purpose of monitoring  
14 Corporate Defendants' compliance with this Order:

- 15 A. Within 14 days of receipt of a written request from a representative of  
16 the Commission, Corporate Defendants each must: submit additional  
17 compliance reports or other requested information, which must be  
18 sworn under penalty of perjury; appear for depositions; and produce  
19 documents for inspection and copying. The Commission is also  
20 authorized to obtain discovery, without further leave of court, using  
21 any of the procedures prescribed by Federal Rules of Civil Procedure  
22 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- 23 B. For matters concerning this Order, the Commission is authorized to  
24 communicate directly with Corporate Defendants. Corporate  
25 Defendants must permit representatives of the Commission to  
26 interview any employee or other person affiliated with any Defendant  
27 who has agreed to such an interview. The person interviewed may  
28 have counsel present.

1 C. The Commission may use all other lawful means, including posing,  
2 through its representatives, as consumers, suppliers, or other  
3 individuals or entities, to Defendants or any individual or entity  
4 affiliated with Defendants, without the necessity of identification or  
5 prior notice. Nothing in this Order limits the Commission's lawful  
6 use of compulsory process, pursuant to Sections 9 and 20 of the FTC  
7 Act, 15 U.S.C. §§ 49, 57b-1.

8 D. Upon written request from a representative of the Commission, any  
9 consumer reporting agency must furnish consumer reports concerning  
10 Corporate Defendants, pursuant to Section 604(1) of the Fair Credit  
11 Reporting Act, 15 U.S.C. §1681b(a)(1).

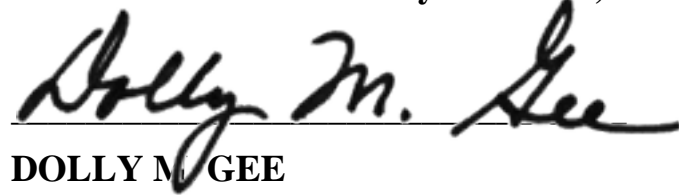
12 **XXIII. EXPIRATION OF PRELIMINARY INJUNCTION PROVISIONS**

13 A. Upon entry of this Order, the provisions of the Preliminary Injunction  
14 [Doc. # 46], including the asset freeze and receivership, shall expire,  
15 except to the extent provided in the Court's February 28, 2022 Order  
16 regarding discharge of the Receiver [Doc. # 702]. Upon the  
17 Receiver's completion of the tasks described in paragraphs 5 through  
18 11 of that Order, and the Court's approval of the Receiver's final  
19 report, the Receiver will be discharged for all purposes.  
20  
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1 **XXIII. RETENTION OF JURISDICTION**

2 **IT IS FURTHER ORDERED** that this Court retains jurisdiction of this  
3 matter for purposes of construction, modification, and enforcement of this Order.  
4

5 **SO ORDERED** this 1<sup>st</sup> day of March, 2022.

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7

8 **DOLLY M. GEE**

9 **UNITED STATES DISTRICT JUDGE**  
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# **EXHIBIT 20**

**CARDIFF MOTION  
TO SUPPRESS**





**U.S. Department of Justice**  
*Consumer Protection Branch*

**Manu J. Sebastian**  
Phone: 202-514-0515  
Fax: 202-514-8742

**Overnight Delivery Address**  
450 5th St NW, Suite 6400  
Washington, DC 20001

**Mailing Address**  
P.O. Box 386  
Washington, DC 20044

April 18, 2024

VIA EMAIL

Jonathan D. Gershon  
Larson LLP  
555 South Flower Street  
30<sup>th</sup> Floor  
Los Angeles, CA 90071  
jgershon@larsonllp.com

Re: *United States v. Jason Edward Thomas Cardiff*,  
5:23-cr-00021-BERNAL (C.D. Cal)

Dear Counsel:

Enclosed please find the government's tenth discovery production in the above-captioned matter. The enclosed production is provided on a hard drive. The password to access the drive was emailed to you separately.

The tenth production contains United States Postal Inspection Service (USPIS) Agent-Generated Materials, including additional memoranda of interviews (MOIs), Memoranda to File (MTFs), and Memoranda of Activity (MOA) generated during the investigation of this matter, as well as captures of websites associated with the Defendant. For your convenience, the documents in this production are produced both in load-ready format, as searchable PDFs, and in some cases, in native format. Pursuant to the protective order entered by the Court on December 28, 2023 (Dkt. # 37), the government is identifying all of these documents as CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.

The documents in this production have a bate stamp range of GOV007\_00000001 through GOV007\_00134913.

To the extent that the enclosed materials and any future discovery provided to you exceeds the scope of discovery mandated by the Federal Rules of Criminal Procedure, federal statute, or relevant case law, such materials are provided voluntarily and solely as a matter of discretion. By producing such materials to you, the government does not waive its right to object to any future discovery requests beyond the ambit of its legal obligations.

*United States v. Cardiff*

Page 2 of 2

Importantly, to date, the government has not received any discovery from you. With this letter the government renews its requests for all reciprocal discovery to which it is entitled under Rule 16(b) and 26.2 of the Federal Rules of Criminal Procedure. The government again also requests pursuant to Rules 12.1, 12.2, and 12.3 all notice of intention of your clients to rely on an entrapment defense, a defense involving mental condition or duress, an alibi defense, or a public-authority defense.

Respectfully,

A handwritten signature in black ink that reads "Manu J. Sebastian". The signature is written in a cursive style with a horizontal line underneath the name.

Manu J. Sebastian  
Trial Attorney

**Comprehensive Production Index as of April 18, 2024**

<b>BEG BATES</b>	<b>END BATES</b>	<b>DESCRIPTION</b>
GOV_MOI_000001	GOV_MOI_001076	Agent Materials (USPIS MOIs, MTFs, etc.)
GOV_MOI_001077	GOV_MOI_001553	Additional Agent Materials (USPIS MTFs)
GOV_MOI_001554	GOV_MOI_001801	Additional Agent Materials (USPIS MOIs, MTFs, etc.)
GOV001_00000001	GOV001_00000335	Notable Documents (Lighthouse and Receiver)
GOV001_00025445	GOV001_00025452	Notable Documents (Sticky.io production)
GOV001_00025919	GOV001_00025924	Notable Documents (Sticky.io production)
GOV001_00000336	GOV001_00000753	Sticky.io (f/k/a Limelight) Documents
GOV001_00000754	GOV001_00001875	Discover (Subpoena Return)
GOV001_00001876	GOV001_00001977	First City Credit Union (Subpoena Return)
GOV001_00001978	GOV001_00002046	East-West Bank (Subpoena Return)
GOV001_00002047	GOV001_00002226	Bank of America (Subpoena Return)
GOV001_00002227	GOV001_00010271	Clear Trust (Subpoena Return)
GOV001_00010272	GOV001_00010272	Coin Base (Subpoena Return)
GOV001_00010273	GOV001_00010771	TD Ameritrade (Subpoena Return)
GOV001_00010772	GOV001_00011060	Meadows Bank (Subpoena Return)
GOV001_00011061	GOV001_00012651	JP Morgan Chase (Subpoena Return)
GOV001_00012652	GOV001_00013691	Payday Workforce Solutions (Subpoena Return)
GOV001_00013692	GOV001_00013722	Vantiv (FIS) (Subpoena Return)
GOV001_00013723	GOV001_00014340	Paychex (Subpoena Return)
GOV001_00014341	GOV001_00021171	American Express (Subpoena Return)
GOV001_00021172	GOV001_00021935	Answering Specialists (Subpoena Return)
GOV001_00021936	GOV001_00021938	FreeVoice (Subpoena Return)
GOV001_00021939	GOV001_00022492	UPIC Insurance Services (Subpoena Return)
GOV001_00022493	GOV001_00022618	Sticky.io (f/k/a Limelight) Documents
GOV001_00022619	GOV001_00025282	Answer Connect (Subpoena Return)
GOV001_00025283	GOV001_00026148	Sticky.io (f/k/a Limelight) Documents

GOV001_00026149	GOV001_00027218	Answer Connect (Subpoena Return)
GOV001_00027219	GOV001_00029792	EMC2 Billing (Subpoena Return)
GOV001_00029793	GOV001_00029884	Google (Subpoena Return)
GOV001_00029885	GOV001_00029927	Stamps.com (Subpoena Return)
GOV001_00029928	GOV001_00030109	JP Morgan Chase (Subpoena Return)
GOV001_00030110	GOV001_00030182	Google Search Warrant Return
GOV001_00030183	GOV001_00030683	Sticky.io (f/k/a Limelight) Documents
GOV001_00030684	GOV001_00031187	Grand Valley (Subpoena Return)
GOV001_00031188	GOV001_00275824	Danielle Walker (a/k/a Danielle Cadiz) Laptop
GOV001_00275825	GOV001_00275971	Chino Commercial Bank (Subpoena Return)
GOV001_00275972	GOV001_00276413	Mountain Grove Office Park (Subpoena Return)
GOV001_00276414	GOV001_00276655	Elavon (Subpoena Return)
GOV001_00276656	GOV001_00276747	JP Morgan Chase (Subpoena Return)
GOV002_00000001	GOV002_04035264	FTC Lighthouse Database
GOV003_00000001	GOV003_04505223	Redwood Receiver provided Google Documents
GOV004_00000001	GOV004_09053589	FTC Relativity Workspace
GOV005_00000001_0001.00001	GOV005_00000374_0002.00002	Communications between CPB and the FTC, and CPB and the Redwood Court-Appointed Receiver
GOV005_00000375_0001.00001	GOV005_00000378_0001.00002	CPB Form 712 and response, and USPIIS Form 712 and response
GOV005_00000379_0001.00001	GOV005_00000423_0001.00001	Additional communications between CPB and FTC
GOV005_00000424_0001.00001	GOV005_00000582_0001.00001	Communications between USPIIS and the FTC, and USPIIS and the Redwood Court-Appointed Receiver
GOV006_00000001	GOV006_03016065	Released Filter Materials. Materials have not been reviewed by Government prosecution team, only by Filter Team.
GOV007_00000001	GOV007_00134913	Additional Agent Materials (USPIIS MOIs, MTFs, etc.)
GOV008_00000001	GOV008_00000003	USPIIS and FTC obtained forensic image hard drives